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May 27, 2004

VIA HAND DELIVERY

Ms. Deborah Taylor Tate, Chairman
TENNESSEE REGULATORY AUTHORITY
460 James Robertson Parkway
Nashville, Tennessee 37243

***Re: Tennessee Coalition of Rural Incumbent Telephone Companies and
Cooperatives Request for Suspension of Wireline to Wireless Number
Portability Obligations Pursuant to Section 251(f)(2) of the
Communications Act of 1934, as Amended
Docket No. 03-00633***

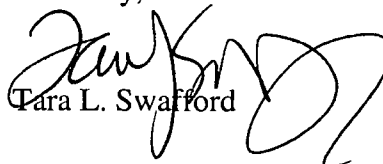
Dear Chairman Tate:

Enclosed for filing in the above-referenced docket are two copies of the Coalition's responses to Verizon Wireless' Data Requests. Please file one copy and date stamp the other and return it to me by way of our courier.

Should you have any questions with respect to this filing, please do not hesitate to contact me at the number shown above

Thank you in advance for your assistance with this matter.

Sincerely,


Tara L. Swafford

TLS:bb
Enclosure

cc: Tim Phillips, Esq.
Melvin Malone, Esq.
Ed Phillips, Esq.
Mr. Bruce Mottern
Thomas Moorman, Esq.
Stephen Kraskin, Esq.

IN RE:

**TENNESSEE COALITION OF RURAL
INCUMBENT TELEPHONE COMPANIES
AND COOPERATIVES REQUEST FOR
SUSPENSION OF WIRELINE TO WIRELESS
NUMBER PORTABILITY OBLIGATIONS
PURSUANT TO SECTION 251(f)(2) OF THE
COMMUNICATIONS ACT OF 1934, AS
AMENDED**

DOCKET NO. 03-00633

The Tennessee Coalition of Rural Incumbent Telephone Companies and Cooperatives (the "Coalition") hereby responds to Verizon Wireless' Discovery Requests.

1. The Coalition objects to each and every discovery request to the extent that it requests information or documents protected by the attorney-client privilege or attorney work product doctrine, as such information and documents are not discoverable.

2. The Coalition objects to each and every discovery request to the extent that it requests information and documents that are not relevant to the issues before the Tennessee Regulatory Authority ("TRA").

3. The Coalition objects to the instructions given by the requesting party in connection with these discovery requests and will respond to the discovery requests consistent with its obligations under the Tennessee Rules of Civil Procedure.

4. Discovery is ongoing and the Coalition reserves the right to supplement each discovery request response if additional information is discovered.

DISCOVERY REQUESTS

1.01. If any, please provide any and all information, documents and any other material the Respondent has previously provided in the above-captioned proceeding, formally or informally, to any other party.

RESPONSE:

All such requested material is available on the TRA's website. Accordingly, the Coalition objects to providing this information to Verizon Wireless, as Verizon Wireless can obtain that information from the website by its own means.

1.02. Please provide any and all documents and other material provided by the Respondent to the Authority, on a formal or informal basis, in connection with the Petition and the Amended Petition in the above-captioned proceeding, other than those documents and materials readily available and accessible from the Authority's public web site.

RESPONSE:

There are no documents.

1.03. Please provide any and all documents in the Respondent's possession, or relied upon by the Respondent in the above-captioned proceeding, that discuss the economic burden of providing wireline-to-wireless local number portability typically associated with efficient competitive entry in the State of Tennessee.

RESPONSE:

The Coalition objects to this request as requesting information not relevant to the subject matter of the issues before the TRA, as incorrectly stating the legal inquiry facing the TRA in this docket, and as otherwise vague and ambiguous. Without waiving this objection, the Coalition responds that it is not aware of any document that specifically addresses the discussion topic noted.

1.04. Has the Respondent petitioned the Federal Communications Commission ("FCC") for a rehearing, reconsideration, waiver, or exemption from the FCC's wireline-to-wireless local number portability orders?

- a. If the answer to Request 1.04 is anything other than an unequivocal "no," please provide the FCC Docket No. of such filing.

RESPONSE:

The Coalition objects to this request as vague and ambiguous; but, without waiving this objection, the Coalition states that the companies are members of trade associations that have participated in an appeal of the FCC decision to the United States Court of Appeals for the District of Columbia Circuit, Case No. 03-1443.

1.05. Has the Respondent participated as a named party to any appeal of the Federal Communications Commission's ("FCC") wireline-to-wireless local number portability orders?

- a. If the answer to Request 1.05 is anything other than an unequivocal "no," please provide the name of the Court and the Docket No. of such filing.

RESPONSE:

See response to Request No. 1.04 above.

1.06. Has the Respondent ever received a bona fide request for interconnection, services, or network elements pursuant to Section 251(f)(1)(A) of the Federal Telecommunications Act, 47 U.S.C. §251(f)(1)(A)?

- a. If the answer to Request 1.06 is anything other than an unequivocal “no,” please provide the name of the requesting provider(s) and the date of such request(s).
- b. If the answer to Request 1.06 is anything other than an unequivocal “no,” please provide the Tennessee Regulatory Authority Docket Nos. in which the Authority considered whether or not to allow the Respondent’s rural exemption to remain in place.

RESPONSE:

The Coalition objects to this request as not calling for relevant information or information that is reasonably calculated to lead to the discovery of admissible evidence in that 47 U.S.C. § 251(f)(1)(A) of the Federal Telecommunications Act is not the appropriate statutory section for analysis as the Coalition members are seeking relief from the TRA pursuant to Section 251(f)(2).

1.07. Does the Respondent currently include any charge or fee for implementation of Local Number Portability on its customers’ telephone bill or invoice?

RESPONSE:

Ardmore	No
Ben Lomand	No

Bledsoe	No
CenturyTel	No.
Crockett	No
DTC	No
Highland	No
Humphreys	No
Loretto	No
Millington	No
North Central	No
Peoples	No
Tellico	No
Tennessee Telephone	No, for those exchanges which are petitioning. Tennessee Telephone does charge LNP surcharge but only in the exchanges of LaVergne, Mt. Juliet and Halls Crossroads that were specifically excluded from Petition.
Twin Lakes	No
West Tennessee	No
Yorkville	No

- 1.08. Has the Respondent ever included any charge or fee for implementation of Local Number Portability on its customers' telephone bill or invoice?

RESPONSE:

Ardmore	No
Ben Lomand	No
Bledsoe	No
CenturyTel	No.
Crockett	No
DTC	No
Highland	No
Humphreys	No
Loretto	No
Millington	No
North Central	No
Peoples	No
Tellico	No
Tennessee Telephone	No, for those exchanges which are petitioning. Tennessee Telephone does charge LNP surcharge but only in the exchanges of LaVergne, Mt. Juliet and Halls Crossroads that were specifically excluded from

	Petition.
Twin Lakes	No
West Tennessee	No
Yorkville	No

- 1.09. If the answer to Request 1.07 or to Request 1.08 is anything other than an unequivocal “no,” please provide the following: the dates that such fees were collected; the amounts included on each customers’ telephone bill or invoice; the aggregate amount of such fees collected by the Respondent for each month in which such fees were collected.

RESPONSE:

No response is called for.

- 1.10. Please provide copies of any studies conducted by the Respondent or on its behalf regarding the potential demand for wireline-to-wireless local number portability in the Respondent’s service territory.

RESPONSE:

None of the Petitioners has commissioned a study or conducted a study of the type stated in this question for their respective service areas.

- 1.11. Please provide copies of those pages of the Respondent’s tariff defining or rating what is a “local call,” including any list of exchanges to which a call is rated as a local call.

RESPONSE:

Ardmore	See attached copies
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Ben Lomand	See attached copies
Bledsoe	Local calling areas outside our own cooperative serving areas are defined in the Bell tariff in the Metro Area Calling plan.
CenturyTel	This information is on file and available for public inspection at the Tennessee Regulatory Authority.
Crockett	See attached copies
DTC	See attached copies
Highland	423-324; 423-346; 423-369; 423-628; 423-965; 423-627; 423-663; 423-569; 423-286; 606-354; 606-376
Humphreys	This information is on file and available for public inspection at the Tennessee Regulatory Authority.
Loretto	See attached copies
Millington	See attached copies
North Central	See attached copies
Peoples	See attached copies
Tellico	This information is on file and available for public inspection at the Tennessee Regulatory Authority.
Tennessee Telephone	This information is on file and available for public inspection at the Tennessee Regulatory Authority.
Twin Lakes	See attached copies
West Tennessee	See attached copies
Yorkville	We use the BellSouth tariff for Intra-state calling and the NECA tariff for Inter-state calls. Local exchanges include: Brazil, Bradford, Dyer, Gibson, Humboldt, Medina, Milan, Rutherford, Trenton, Yorkville, Kenton, Trimble, Union City, Dyersburg, Newbern. Our customers have county seat calling depending on what county they live in – Gibson County, Obion County or Dyer County. We have customers in a three county area.

1.12. Please identify, by Common Language Location Codes (“CLLI Codes”) and street address, all BellSouth Telecommunications, Inc. and United Telephone-Southeast (Sprint) tandems to which the Respondent directly transports telephone calls which are rated as local calls for termination to other local exchange carriers.

RESPONSE:

The Coalition objects to this question as it fails to define the terms "transport" and "termination." Accordingly, for purposes of responding to this question, the Coalition interprets this request to refer to any physical connectivity with the tandems noted in the question. Without waiving this objection, the Coalition responds that in general, Coalition members subtend the BellSouth/United tandems and transport local and toll calls to the meet points between Coalition members and the BellSouth/United tandems.

Ardmore	NSVLTNMTDSO – BellSouth -- 185 2nd Avenue North, Nashville, TN 37201
Ben Lomand	NSVLTNXA84T – BellSouth – Second Avenue South, Nashville, Tennessee
Bledsoe	CHTGTNNS90T – M.L. King Blvd., Chattanooga, Tennessee
CenturyTel	CenturyTel of Adamsville's end offices subtend the MMPHTNMA84T tandem, located at 201 Court Avenue, Memphis, TN 38103; however all local / EAS calls to another local exchange carrier are terminated over a direct trunk group terminating in the other local exchange provider's end office.
	CenturyTel of Ooltewah-Collegedale's end offices subtend the CHTGTNNS84T tandem, located at 300 E. M. L. King Blvd., Chattanooga, TN; however all local / EAS calls to another local exchange carrier are terminated over a direct trunk group terminating in the other local exchange provider's end office.
	CenturyTel of Claiborne's end offices subtend the KNVLTNMA84T tandem, located at 410 W. Magnolia Avenue, Knoxville, TN 37917; however all local / EAS calls to another local exchange carrier are terminated over a direct trunk group terminating in the other local exchange provider's end office.
Crockett	Bell Tandem: Memphis LATA #468 CLLI: MMPHTNMA84T
DTC	NSVLTNBW01T and NSVLTNMT84T – Nashville, Tennessee
Highland	KNVLTNMA – 410 W. Magnolia Ave, Knoxville, Tennessee 37917
Humphreys	For the completion of local and toll calls HCTC uses the following tandum: NSVLTNMT84T, 185 2 nd Avenue North, Nashville, TN 37201
Loretto	Loretto Telephone Company does not route any calls

	to any BellSouth Telecommunications, Inc. or United Telephone-Southeast (Sprint) tandems that are rated as local calls. We do route IntraLATA Toll Calls to the BellSouth tandem in Nashville.
Millington	There are no United Telephone-Southeast tandems in the local serving area. BellSouth Telecommunications Inc. tandem: 201 Court, Memphis, Tennessee CLLI: MMPHTNMA84T L468 LATA
North Central	NCTC does not connect to BellSouth for purposes of completing local traffic. NCTC does not connect with Sprint tandems in any way.
Peoples	Erin and Tennessee Ridge Exchanges Only Bell Tandem: Nashville LATA #476; CLLI: NSVLTNMT86T.
TDS	The companies subtend the BellSouth tandem and transport local and toll calls to the meet point between the companies
Twin Lakes	NSVLTNXA84T – BellSouth Nashville, 333 Commerce St. Nashville, Tennessee 37201; NSVNTNGX00T – CXR for County Wide Call, 211 Commerce St., Nashville, Tennessee 37201
West Tennessee	Bell Tandem: Memphis LATA #468 CLLI: MMPHTNMA84T
Yorkville	Union City – UNCYTNMADSO Dyersburg – DYBGTMADSO Trenton – TRTNMADSO

In addition, if additional information is needed, it can be found in the Local Exchange Routing Guide Table #7

- 1.13. Please identify all other local exchange carriers to which the Respondent directly transports local telephone calls for termination by that other local exchange carrier(s).

RESPONSE:

The Coalition objects to this question as it fails to define the terms “transport” and “termination.” Accordingly, for purposes of responding to this question, the Coalition interprets this request to refer to any arrangements that a Coalition member has for the exchange of traffic

pursuant to an Extended Area Service arrangement. With this understanding, the Coalition responds as follows:

Ardmore	None
Ben Lomand	Frontier, BellSouth and Ben Lomand Comm.
Bledsoe	Bledsoe Telephone Cooperative routes calls to Ben Lomand Rural Telephone Cooperative for county seat calling at Spencer, Tennessee.
CenturyTel	See Response to 1.12 above
Crockett	BellSouth
DTC	Twin Lakes Telephone Cooperative – EAS Trunks and Ben Lomand Telephone Cooperative – EAS Trunks
Highland	We have EAS with BellSouth of Knoxville with out 423-369 exchange.
Humphreys	None
Loretto	BellSouth
Millington	BellSouth
North Central	NCTC has EAS trunks to BellSouth.
Peoples	BellSouth
Tellico	None
Tennessee Telephone	ICG Telecom
Twin Lakes	Frontier and BellSouth for EAS; DTC Communications for County Wide.
West Tennessee	BellSouth
Yorkville	BellSouth

1.14. If Respondent were to comply with the FCC's order to provide wireline-to-wireless local number portability, please describe in detail what "customer education" efforts will have to be undertaken in connection with any offering of wireline-to-wireless number portability, on an initial and ongoing basis.

RESPONSE:

The Coalition objects to this discovery request as vague and ambiguous in that it does not describe what person or entity should conduct "consumer education" efforts and generally requests a category of information that is speculative given the lack of direction given by the FCC.

- 1.15. Please indicate if you participated in or are covered by the cost support model filed by the National Exchange Carriers Association (NECA) in a local number portability filing, which they made with the FCC in NECA's Transmittal #956.

RESPONSE:

Ardmore	No
Ben Lomand	No
Bledsoe	No
CenturyTel	No
Crockett	No
DTC	No
Highland	No
Humphreys	N/A
Loretto	No
Millington	No
North Central	No
Peoples	No
Tellico	N/A
Tennessee Telephone	No, however the non-petitioning exchanges of Tennessee Telephone are covered by the cost support model filed by the NECA in local number portability filing made with the FCC in NECA's Transmittal No. 1003.
Twin Lakes	We are implementing – not complete
West Tennessee	No
Yorkville	No, not to our knowledge

- 1.16. Please provide copies of any Interconnection Agreements or other contracts Respondent has entered into, or has in effect, governing the transport and termination of calls between Respondent and other local exchange providers.

RESPONSE:

The Coalition objects to this question as vague and ambiguous as it fails to define the terms "Interconnection Agreements" and "termination." Accordingly, for purposes of

responding to this question, the Coalition interprets this request to refer to any arrangements that a Coalition member has for "reciprocal compensation" pursuant to Section 251(b)(5) of the Communications Act of 1934, as amended. Only Highland and TDS Telecom have any such Section 251 interconnection agreements. Highland's is attached, and TDS Telecom's interconnection agreements are on file with the TRA.

- 1.17. Please provide copies of any Interconnection Agreements or other contracts Respondent has entered into or has in effect governing the transport and termination of calls between Respondent and any Commercial Mobile Radio Service ("CMRS"), Personal Communication System ("PCS"), Cellular or Wireless Providers.

RESPONSE:

See response to Request no. 1.16.

- 1.18. Has Respondent responded to any correspondence, requests, inquiries, or Bona Fide Requests received from Commercial Mobile Radio Service ("CMRS"), Personal Communication System ("PCS"), Cellular or Wireless Providers regarding wireline-to-wireless local number portability?

RESPONSE:

Ardmore	No
Ben Lomand	Yes
Bledsoe	No
CenturyTel	Yes.
Crockett	Yes.
DTC	No
Highland	No
Humphreys	Yes.

Loretto	Yes
Millington	Yes.
North Central	Yes
Peoples	Yes.
Tellico	Yes.
Tennessee Telephone	Yes.
Twin Lakes	No
West Tennessee	Yes.
Yorkville	Yes

If the answer to Request 1.18 is anything other than an unequivocal "no," please provide copies of all such responses.

RESPONSE:

Ardmore	N/A
Ben Lomand	Attached
Bledsoe	N/A
CenturyTel	Copies of correspondence with wireless providers that have requested LNP are attached.
Crockett	Attached
DTC	N/A
Highland	N/A
Humphreys	Copies of correspondence with wireless providers that have requested LNP for the TDS Tennessee companies are attached.
Loretto	It is Loretto's understanding that it has requests from AT&T, Cingular, Spring, T-Mobile, and Verizon Wireless and that request is under arbitration (as Verizon Wireless already knows). (See attached)
Millington	Attached.
North Central	Attached
Peoples	Attached
Tellico	Copies of correspondence with wireless providers that have requested LNP for the TDS Tennessee companies are attached.
Tennessee Telephone	Copies of correspondence with wireless providers that have requested LNP for the TDS Tennessee companies are attached.
Twin Lakes	N/A
West Tennessee	Attached
Yorkville	See attached copies

1.19. Please explain in substantive detail any and all actions and initiatives, including, but not limited to, estimates, quotes, purchase orders, vendor commitments, and the like in relation to any necessary equipment or software, that Respondent has undertaken to comply with the FCC's LNP implementation requirements. For each such action or initiative, please provide the dates on which the action or initiative was taken and any information or documentation related thereto in Respondent's possession or control regarding the action or initiative.

RESPONSE:

The Coalition objects to this request as being overbroad and burdensome, vague and ambiguous, and not calling for relevant information or information reasonably calculated to lead to the discovery of admissible evidence. In addition, it also calls for confidential and proprietary information that cannot be disclosed in the absence of a protective order. Without waiving these objections, those members of the Coalition who have stated that their switch will not be ready by May 24, 2004 will respond with information that is not proprietary or confidential.

Ardmore	Ardmore Telephone placed an order with NORTEL on 2-23-04 to install LNP software in our switches and we should have a installation schedule within the next two weeks. Ardmore is also in the process of contracting with BellSouth to be its database provider and Neustar its NPAC SMS.
Ben Lomand	N/A
Bledsoe	Bledsoe Telephone Cooperative has contracted with John Staurulakis, Inc. on May 20, 2004 to perform Service Order Administration functions and additional consultation and training. Bledsoe requested quotes from Nortel on May 12, 2004.
CenturyTel	All CenturyTel TN switches have been equipped with LNP functionality (hardware/software) as of May 24, 2004.

Crockett	LNP switch upgrades are handled by engineering firm Fail Engineering, and the applicable schedule has already been provided in Lera Roark's Statement of Projected Date for LNP Technical Capacity.
DTC	DTC received a quote from Nortel on 12-30-03. The Santera soft switch which will perform LNP functions has been ordered, delivered and installed. The switch is in the process of being tested with anticipated "turn up" date of 10-01-04. It should be noted that in March '03, DTC purchased a soft switch from Telica which was capable of providing LNP, however, due to some other technical inabilities, the Telica switch was returned in November '03.
Highland	Our Nortel Switch is in the process of being upgraded and tested to release LEC017. Estimated completion date is June 15, 2004. We still are in the process of finding a database provider.
Humphreys	N/A
Loretto	<p>Loretto Telephone has installed LNP software into their central offices at Loretto, and the Ethridge switch will make Local Number Portability possible, if all the routing issues are worked out. Completion date of LNP software into switches: 04/30/04.</p> <p>An agreement has been signed with BellSouth Telecommunications to perform LNP queries for our switches and testing of LNP queries has been completed. Completion date: 04/30/04.</p> <p>The agreement with NeuStar is in the process of being implemented at this time. Date implementation began: 04/23/04.</p> <p>The agreement with NeuStar must be completed and processed before LNP can be implemented. The expected completion date is 07/21/04. Cost involved is expected to be \$1,000 (filing fee) plus cost of interface to NeuStar is \$3,000. No purchase order has been issued at this time.</p>
Millington	Vendor quotes were sought in February, 2004. Vendor availability reaffirmed May, 2004. RUS 773 contracts for reimbursement were signed by MTC on May 20, 2004. Purchase orders will be issued after final RUS contract review by engineering consultant. Vendor quotes software delivery after receipt of purchase order. Switch translations and testing to be finalized within six weeks of software delivery. Internal administrative procedures are currently underway. Consultants employed for administrative training.

	scheduled for late June.
North Central	N/A
Peoples	LNP switch upgrades are handled by engineering firm Fail Engineering, and the applicable schedule has already been provided in Lera Roark's Statement of Projected Date for LNP Technical Capacity.
Tellico	N/A
Tennessee Telephone	N/A
Twin Lakes	N/A
West Tennessee	LNP switch upgrades are handled by engineering firm Fail Engineering, and the applicable schedule has already been provided in Lera Roark's Statement of Projected Date for LNP Technical Capacity.
Yorkville	Our vendors are trying to get all upgrades and translations by the May 24, 2004 deadline. However, we have just cut to a tandem Tecore switch last week. Both vendors, Mitel and Tecore are working together on a daily basis to get this work completed by the May deadline. However, this is barring no unforeseen issues which could arise. With our previous experience with the Tecore vendor (we currently also have a Tecore switch for our cellular traffic) we feel that the quickly approaching deadline may not be met. In addition, proper testing must also take place before we would be ready to port numbers.

- 1.20. To the extent not answered and provided in Request 1.19 above, please provide the status, with documentation, of any and all pending purchase orders of LNP necessary equipment or software, including the expected dates of delivery, installation, and testing.

RESPONSE:

See response above to discovery request 1.19.

- 1.21. Is there any equipment, software, and/or network upgrade necessary to become LNP compliant that you have not already ordered? If so, please identify the same with specificity.

RESPONSE:

Ardmore	No
Ben Lomand	No
Bledsoe	Yes, LNP software feature, AIN software feature.
CenturyTel	No.
Crockett	No
DTC	No
Highland	No
Humphreys	No
Loretto	A Service Order Administration Agreement needs to be finalized with a consulting firm. Also there are billing software changes, customer service rep training, customer education expenses, as well as ongoing query expenses service order administration charges. (See attached schedule)
Millington	Software purchase order to be issued presumably this week pending final review of RUS 773 contract by engineering consultant.
North Central	N/A
Peoples	No
Tellico	No
Tennessee Telephone	No
Twin Lakes	No
West Tennessee	No
Yorkville	No

- 1.22. Please identify the switch designation(s) and exchange(s) for which suspension is being sought?

RESPONSE:

See Response to TRA Data Request #2.

- 1.23. Is Respondent prepared to properly route and deliver calls to wireless telephone numbers which have been ported between Commercial Mobile Radio Service ("CMRS"), Personal Communication System ("PCS"), Cellular or Wireless Providers? If the answer to Request 1.23 is anything other than an unequivocal "no," please describe the steps and

procedures Respondent has implemented to route and deliver such calls. If the answer to Request 1.23 is "no," please describe why Respondent has not taken such steps.

RESPONSE:

The Coalition objects to this request as vague and ambiguous because the term "properly routed" is undefined.

1.24. Will you be LNP compliant on or before May 24, 2004? If you answered in the affirmative, explain, with specificity, your understanding of LNP compliant.

RESPONSE:

The Coalition objects to this discovery request and its use of the vague and ambiguous term "LNP compliant" which is undefined. In addition, the Coalition has previously provided Statements in Support of Projected Date of Local Number Portability Technical Capacity which detail the date the switches will be ready for the various members of the Coalition. The Coalition objects to providing further information, especially given the vague and ambiguous nature of this request. Further, the Coalition states that it is unable for any of the companies to be "LNP compliant" until the issue of how calls to a ported number are to be transported by them is resolved by the TRA and/or the FCC.

1.25. If you answered in the negative to Request 1.24, with respect to your non-portability switches, have you made arrangements with other parties to properly route calls originated by customers served by such switches to ported numbers until you are able to perform this function? If you answered in the affirmative, please explain said arrangements with particularity.

RESPONSE:

See response to discovery request number 1.23 regarding the use of the phrase "properly routed" and the response to discovery request number 1.24. In addition, the Coalition objects to the vague and ambiguous term "arrangements."

1.26. Do you have any "Type 1" numbering arrangements with any wireless carriers? If so, please identify the wireless carriers that are the recipients thereunder

RESPONSE:

Ardmore	No
Ben Lomand	No
Bledsoe	Yes. Cingular.
CenturyTel	No.
Crockett	No
DTC	Yes, Advantage Cellular Systems, Inc.
Highland	No
Humphreys	N/A
Loretto	No
Millington	Yes. Cingular Wireless
North Central	Yes. Verizon Wireless and Eloqui Wireless
Peoples	Yes. 289 Erin Exchange number range 289-6100 through 6599 and 8500 through 9299 721 Tennessee Ridge Exchange number range 721-6000 through 6799 – all of which are assigned to BellSouth Mobility
Tellico	United States Cellular has a Type 1 numbering arrangement with Tellico
Tennessee Telephone	Verizon Wireless and Cingular have Type 1 numbering arrangements with Tennessee Tel.
Twin Lakes	Yes. 931-445-4XXX to Eloqui; 931-445-5XXX to Eloqui; 931-445-6XXX to Eloqui; 931-445-7XXX to Eloqui; 931-403-8XXX to Eloqui
West Tennessee	No
Yorkville	No

1.27. Did Respondent serve copies of its Petition and its Amended Petition, in the above-captioned proceeding, upon any wireless carriers from which Respondent received

correspondence, requests, inquires, or Bona Fide Requests regarding wireline-to-wireless
local number portability?

RESPONSE:

No.

Respectfully submitted,
The Tennessee Coalition of
Incumbent Rural Telephone
Companies and Cooperatives

By: 

B. Dale Grimes (006223)
Tara L. Swafford (17577)
Bass, Berry & Sims PLC
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Of Counsel:
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Stephen G. Kraskin
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2120 L Street N.W. Suite 520
Washington, D.C. 20037
202-296-8890

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served via hand delivery or facsimile on May 27th, 2004, upon:

Paul G. Summers, Esq.
Vance L. Broemel, Esq.
Timothy C. Phillips, Esq.
Office of the Attorney General
Consumer Advocate and Protection Division
425 5th Avenue North
Nashville, Tennessee 37202

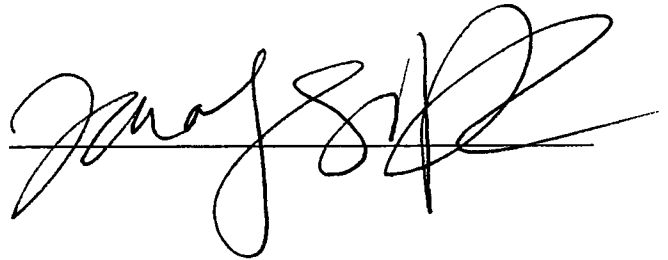
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VERIFICATION

STATE OF ALABAMA)
)
COUNTY OF LIMESTONE)

The undersigned, Terry Wales, being the General Manager with Ardmore Telephone Company, Inc., after being duly sworn, makes oath and verifies that the information pertaining to Ardmore Telephone Company, Inc. in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By: Terry M. Wales

Title: General Manager

Sworn and subscribed before me this
24 day of May, 2004.

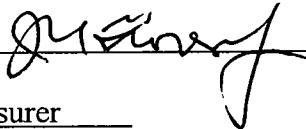
George A. Bailey
Notary Public

My Commission Expires: 9/30/07

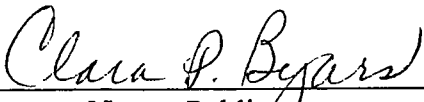
VERIFICATION

STATE OF TENNESSEE)
)
COUNTY OF _Warren)

The undersigned, J.R. Troop, Jr., being the Treasurer with Ben Lomand Rural Telephone Coop., Inc., after being duly sworn, makes oath and verifies that the information pertaining to Ben Lomand Rural Telephone Cooperative, Inc. in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By: 
Title: Treasurer

Sworn and subscribed before me this
26th day of May, 2004.


Notary Public

My Commission Expires: April 29, 2007

VERIFICATION

STATE OF TENNESSEE)
)
COUNTY OF BLEDSOE)

The undersigned, Gregory L. Anderson, being the General Manager with Bledsoe Telephone Cooperative, after being duly sworn, makes oath and verifies that the information pertaining to Bledsoe Telephone Cooperative in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

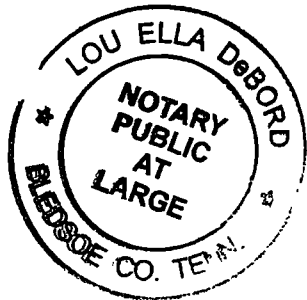
By: Gregory L. Anderson

Title: General Manager

Sworn and subscribed before me this
24th day of May, 2004.

Lou Ella DeBord
Notary Public

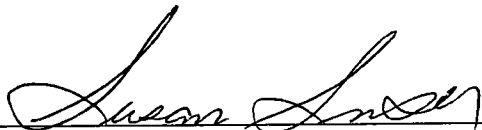
My Commission Expires: 4-21-08



VERIFICATION

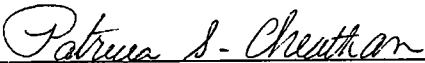
STATE OF TEXAS)
)
COUNTY OF BOWIE)

The undersigned, Susan W. Smith, being the Director External Affairs with CenturyTel, after being duly sworn, makes oath and verifies that the information pertaining to CenturyTel of Adamsville, Inc., CenturyTel of Claiborne, Inc., and CenturyTel of Ooltewah-Collegedale, Inc. in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By: 

Title: Director External Affairs

Sworn and subscribed before me this
24th day of May, 2004.



Notary Public

My Commission Expires: 5/29/07

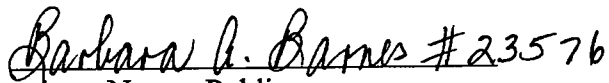
VERIFICATION


STATE OF LOUISIANA)
)
PARISH OF OUACHITA)

The undersigned, Lera Roark, being the Vice President with Crockett Telephone Company, Inc , after being duly sworn, makes oath and verifies that the information pertaining to Crockett Telephone Company, Inc in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By 
Title Vice President

Sworn and subscribed before me this
24th day of May, 2004

 #23576
Notary Public

My Commission Expires 

VERIFICATION

STATE OF TENNESSEE)
)
COUNTY OF DEKALB)

The undersigned, Leslie Greer, being the Chief Executive Officer with DTC Communications, after being duly sworn, makes oath and verifies that the information pertaining to DTC Communications in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By: Leslie Greer

Title: Chief Executive Officer

Sworn and subscribed before me this
26th day of May, 2004.

Anita Patrick
Notary Public

My Commission Expires: 5-1-07

VERIFICATION

STATE OF TENNESSEE)

COUNTY OF MORGAN)

The undersigned, James H Hamby, being the Information Systems Manager with Highland Telephone Coop, after being duly sworn, makes oath and verifies that the information pertaining to LNP in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By: James H HambyTitle: Information Systems Manager

Sworn and subscribed before me this
26th day of May, 2004.

Chap G. Perry
Notary Public

My Commission Expires: 8-21-07

VERIFICATION

STATE OF TENNESSEE)

COUNTY OF Lawrence)

The undersigned, Louise Brown, being the President with Loretto Telephone Co., Inc., after being duly sworn, makes oath and verifies that the information pertaining to Loretto Telephone Co., Inc. in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument

By Louise Brown
Title President

Sworn and subscribed before me this
24th day of May, 2004

Carolyn Thompson
Notary Public

My Commission Expires 2/4/2007

VERIFICATION

STATE OF TENNESSEE)

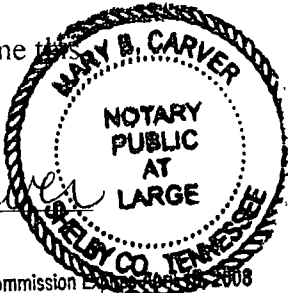
COUNTY OF SHELBY)

The undersigned, W.S. Howard, being the PRESIDENT : GM with MILLINGTON TELEPHONE Co., after being duly sworn, makes oath and verifies that the information pertaining to LNP in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument

By W.S. Howard
Title President : GM

Sworn and subscribed before me this
24th day of May, 2004

Mary B. Carver
Notary Public



My Commission Expires _____

My Commission Expires April 15, 2008

My Commission Expires April 15, 2008

VERIFICATION

STATE OF TENNESSEE)
)
COUNTY OF MACON)

The undersigned, Johnny McClanahan, being the VP of Finance and Administrative Services with North Central Telephone Cooperative, Inc., after being duly sworn, makes oath and verifies that the information pertaining to North Central Telephone Cooperative, Inc. in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By: Johnny McClanahan
Title: VP of Finance and Administrative Services

Sworn and subscribed before me this
24 day of May, 2004.

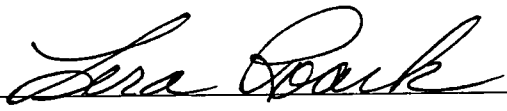
Jerry D. Shaw
Notary Public

My Commission Expires: 9/21/2005

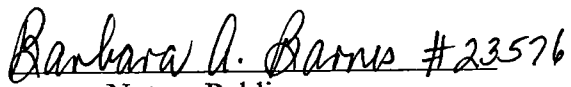
VERIFICATION

STATE OF LOUISIANA)
)
PARISH OF OUACHITA)

The undersigned, Lera Roark, being the Vice President with Peoples Telephone Company, Inc , after being duly sworn, makes oath and verifies that the information pertaining to Peoples Telephone Company, Inc in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By 
Title Vice President

Sworn and subscribed before me this
24th day of May, 2004.

 #23576
Notary Public

My Commission Expires 

VERIFICATION

STATE OF TENNESSEE)
)
COUNTY OF _____)

The undersigned, Bruce Mottern, being the Director-Rev. & Earnings with TDS Telecom, after being duly sworn, makes oath and verifies that the information pertaining to _____ in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

By: Bruce Mottern
Title: Director Revenue & Earnings

Sworn and subscribed before me this
26 day of May, 2004.

Sandra Perry
Notary Public

My Commission Expires: 3-30-05

VERIFICATION

STATE OF TENNESSEE)
)
COUNTY OF Jackson)

The undersigned, Robert D. Dudley, being the General Manager with Twin Lakes Telephone Cooperative Corporation, after being duly sworn, makes oath and verifies that the information pertaining to Twin Lakes Telephone in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument.

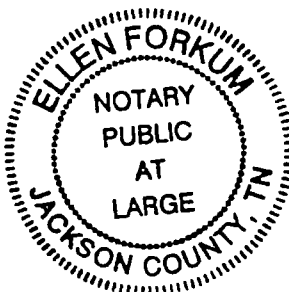
By: 

Title: General Manager

Sworn and subscribed before me this
24th day of May, 2004.


Notary Public

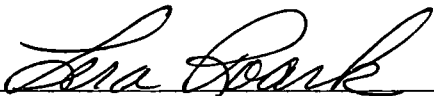
My Commission Expires: 03/01/2008



VERIFICATION

STATE OF LOUISIANA)
)
PARISH OF OUACHITA)


The undersigned, Lera Roark, being the Vice President with West Tennessee Telephone Company, Inc , after being duly sworn, makes oath and verifies that the information pertaining to West Tennessee Telephone Company, Inc. in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument

By 

Title Vice President

Sworn and subscribed before me this
24th day of May, 2004

 #23576
Notary Public

My Commission Expires 

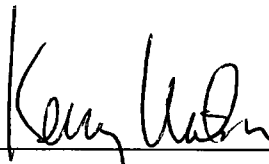
VERIFICATION

STATE OF TENNESSEE

COUNTY OF GIBSON

The undersigned, Kerry Watson, being the General Manager with Yorkville Telephone Cooperative, after being duly sworn, makes oath and verifies that the information pertaining to Yorkville Telephone Cooperative in the foregoing Coalition's Responses to Verizon Wireless' Discovery Requests are true and correct to the best of his knowledge, information and belief, and he is authorized and entitled to execute this instrument,

By: _____



Title: General Manager

Sworn and subscribed before me this
24 day of May, 2004.


Notary Public

My Commission Expires: 3-11-07

CENTURYTEL
ADAMSVILLE, INC.
CLAIBORNE, INC.
OOLTEWAH - COLLEGEDALE, INC.

RECEIVED

2004 MAY 27 PM 2:01

I.R.A. DOCKET ROOM

CERTIFIED MAIL

DATE

NAME

RE: Local Number Portability requests

Dear -----,

I have been forwarded your --DATE-- letters that were addressed to ---- and that request Local Number Portability (LNP) in

CenturyTel of ---
CenturyTel of ---.

Since your requests follow the FCC's specified format for Bona Fide Requests (BFRs), as a legally authorized representative of the listed companies, I can formally acknowledge receipt of your requests with a log in date of ---DATE---, the day that the requests were received by this office. Accordingly, the listed CenturyTel Operating Companies will place your requests in queue and will work to implement the FCC's Order as written and as it is in effect and applicable to any particular CenturyTel Operating Company¹

Although wireless companies are not required to enter into interconnection agreements to effect local number portability, as incumbent local exchange companies, the CenturyTel Operating Companies are bound by the provisions of the Telecom Act of 1996 as codified in Part 51 of Title 47 of the US Code and, in particular, the regulation that governs an operating relationship with all competitors on a "most favored nation" basis:

Sec. 51.809 (a) An incumbent LEC shall make available .. to any requesting telecommunications carrier any individual ..service .. contained in *any* agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, *upon the same rates, terms, and conditions* as those provided in the agreement. (Emphasis added)

No CenturyTel company can therefore accept or initiate a competitive relationship process with --CMRS-- that it is not able or willing to accept or initiate with every competitive local exchange carrier.

Accordingly, the CenturyTel Operating Companies must require --CMRS-- to follow the same local number portability ordering processes that have already been established between existing LNP competitors and ILECs such as a CenturyTel company. Your bona fide requests only initiate the process to install LNP capability in the requested switches. The exchange of technical data between --CMRS-- and a CenturyTel Operating Company on a by switch basis is accomplished through the receipt of an industry standard Access Service Request (ASR) for LNP from --CMRS--'s appropriate competitive services personnel. A reply ASR from CenturyTel that provides the technical information for the appropriate CenturyTel switch(s) will be returned within ten (10) business days to your designated contact.

A copy of the ASR form, an industry standard ASR process overview and CenturyTel Access Services Group contact information are attached to this letter. If you will forward an email to me at

¹ Note that suspensions of the Order have been granted and are still being granted in many states- including some listed. Any regulatory or legal decision may impact the ultimate target date for compliance and/or your ability to place porting orders.

guy.miller@centurytel.com, I will respond with an electronic version of the ASR form for your company's use

For the same regulatory reason, once LNP has been implemented and tested in a switch, --CMRS-- must follow the same process for placing customer orders as do all existing LNP competitors. A wireless LNP service level agreement is being developed from the commission-approved terms and conditions section of CenturyTel's CLEC agreement. This will be forwarded to you in the near future and will provide you with the information needed as a competitor placing LNP orders with CenturyTel's CLEC Service Group. To comply with legal and regulatory requirements, all agreements are between a competitor and an individual CenturyTel Operating Company but more than one company (on either side) within a single state may be signatory to the same agreement

Please submit any future correspondence to my attention at the address shown on this letter. All correspondence must, however, be addressed to a specific CenturyTel Operating Company to ensure compliance and proper handling.

Sincerely,

Guy Miller
Corporate Director- Carrier Relations
CenturyTel Service Group

Attachments

Local Number Portability ASR Submission

The industry standard process flow for all carrier ASRs is as follows

- 1) The carrier identifies the LEC (Local Exchange Carrier) responsible for the service desired by referring to the LERG (Local Exchange Routing Guide) The LERG will provide the OCN (Operating Company Number) for the LEC
- 2) The carrier cross references the OCN against an industry ICSC (Interexchange Customer Service Center) Code listing This cross reference provides contact information for ASR issuance to the desired LEC

A generalized overview of CenturyTel's carrier contact points is as follows

Access Services Groups- for ASR submission

<u>Southern Region</u>	Alabama, Arkansas, Louisiana, Mississippi, Tennessee and Texas Group Phone – 318-449-6470 Group Fax – 318-683-3370	
<u>ICSC Codes</u>	Alabama - South CT82 North CT83 Arkansas – CJ01, CM01, CR05, CS20, IL16, IL18, MG10, RT10 Louisiana – ET01, IS70, IS77, IT57, IT58, IT59, IT60, IT61, LW01 Mississippi – IT53 Tennessee – IT38, IT54, IT55 Texas – IL17, SM10, VV01	
<u>Missouri Group</u> <u>(Spectra-CenturyTel)</u>	Missouri Group Phone – 877-485-6499, Option 3 Group Fax – 636-332-3515	
<u>ICSC Codes</u>	Missouri – CM02	
<u>Ohio Group</u>	Indiana, Michigan, Ohio Group Phone – 440-244-8153 Group Fax – 440-244-8238	
<u>ICSC Codes</u>	Indiana – ID34, ID49 Michigan – CT22, IB40, IB53, PC10 Ohio- IC04	
<u>Washington Group</u>	Arizona, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon, Washington and Wyoming Group Phone – 360-905-7588 Group Fax – 360-905-7862	
<u>ICSC Codes</u>	Arizona – IV12 Colorado – CO06, CO24 Idaho – IW50, IDN0 Montana – NW03 Nevada- IW33	New Mexico – IV11 Oregon – IV27, TU03 Washington – TU01, IR40, IW19 Wyoming – IV21
<u>Wisconsin Group</u>	Iowa, Minnesota, Wisconsin Group Phone – 608-796-7999 Group Fax – 608-796-5470	
<u>ICSC Codes</u>	Iowa – IA39, IZ30 Minnesota – ID68 Wisconsin – CI00, CI05, CI25, CI35, CI36, CI47, CI55, CI65, CI13, CW01, CW15, IB39, IZ76, IZ89, KT01, WI02, WI16	

CLEC Service Group- For customer order placement **(Order process to be provided with Service Level Agreement)**

Group Phone- 800-658-9034
Group Fax- 318-330-6195



Access Service Request

Administrative Section

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UNE	D/SENT	QA	CBD	DDD *	FDT	PROJECT
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CKR	QTY	TSC	WSTN
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LTP	ECCKT	RORD	RPON	AFG	SPEC
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QTY	BAN *	ASG	BIC	BIC TEL	BIC ID	TSC	WSTN
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ACTL	PBT	AI	APOT	RORD	RPON	AFG	SPEC
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CCVN	ASC-EC	TSP	SAN	AFG	SPEC
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REMARKS *	ACNA *	TE *
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Bill Section

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EBP	STREET *	FLOOR *	ROOM *	CITY *
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STATE *	ZIP CODE *	BILLCON *	TEL NO *	VTA
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Access Service Request (continued)

Administrative Section										CCNA	PON	VER										ASR NO	SPA										ICSC		
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Contact Section										INIT *	TEL NO *										INIT FAX NO *														
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STREET *										FLOOR *										ROOM *										CITY *										STATE *									

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DSG EMAIL *										DRC *										FDCRC										FLOOR *										ROOM *										CITY *									

STREET *										MTCE										TEL NO *										D/TREC										TEL NO									

IMPCON *										TEL NO *										D/TREC										TEL NO									

* Denotes Required Fields



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100	100

ASR NO

4

Interconnection/STP Translation Routing

[illegible]

DATE

ADDRESS

Dear –CONTACT–,

I have been forwarded your correspondence dated -DATE- to CenturyTel of XXXX that is styled as a Bona Fide Requests for Local Number Portability (LNP) While the CenturyTel family of companies will cooperatively work with Midwest on this matter, nothing in the FCC's recent Order changed or eliminated the BFR process for Local Number Portability (LNP)

The FCC requirements state that for a request to be Bona Fide, it must list the specific CenturyTel rate centers (usually identified by switch CLLIs) which –CMRS- serves and where –CMRS- intends to submit porting orders. Further, the recent FCC Order limits a wireless request to those local calling areas where the wireless carrier has overlapping coverage Your request does not meet the FCC's requirements because it merely listed MSAs- including many in which the listed CenturyTel company has no presence CenturyTel has no knowledge of your coverage areas in the listed MSAs nor where your areas may or may not overlap any CenturyTel local calling areas

Accordingly, in order for you to submit a valid request, you must identify specifically and only those CenturyTel Operating Company switches where your coverage overlaps and where you intend to port customers. The Local Exchange Routing Guide (LERG) may be a useful tool for you to use for this purpose

Any CenturyTel company will acknowledge any obligation it has to -CMRS- regarding LNP and any associated agreements once CenturyTel officially receives a request from –CMRS- that complies with the legal regulations that are still in effect ¹ As a legally authorized representative for all CenturyTel Operating Companies, please submit any future correspondence to my attention at the address shown on this letter All correspondence must, however, continue to be addressed to a specific CenturyTel Operating Company to ensure compliance and proper handling

Sincerely,

Guy Miller
Corporate Director- Carrier Relations
CenturyTel Service Group

¹ Note that suspensions of the Order have been granted and are still being granted in many states In addition, a motion for stay has been filed in Federal court Any regulatory or legal decision may impact the ultimate target date for compliance and/or your ability to place porting orders

CERTIFIED MAIL

DATE

NAME

RE. Local Number Portability requests

Dear -----,

This letter is a follow up to the recent confirmation that I sent to you regarding your LNP requests for

CenturyTel of ---
CenturyTel of --

Although wireless companies are not required to enter into interconnection agreements to effect local number portability, as incumbent local exchange companies, the CenturyTel Operating Companies are bound by the provisions of the Telecom Act of 1996 as codified in Part 51 of Title 47 of the US Code and, in particular, the regulation that governs an operating relationship with all competitors on a "most favored nation" basis

Sec 51.809 (a) An incumbent LEC shall make available ...to any requesting telecommunications carrier any individual service contained in *any* agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, *upon the same rates, terms, and conditions* as those provided in the agreement (Emphasis added.)

No CenturyTel company can therefore accept or initiate a competitive relationship process with --CMRS-- that it is not able or willing to accept or initiate with every competitive local exchange carrier

Accordingly, the CenturyTel Operating Companies must require --CMRS-- to follow the same local number portability ordering processes that have already been established between existing LNP competitors and ILECs such as a CenturyTel company. Your bona fide requests only initiate the process to install LNP capability in the requested switches. The exchange of technical data between --CMRS-- and a CenturyTel Operating Company on a by switch basis is accomplished through the receipt of an industry standard Access Service Request (ASR) for LNP from --CMRS--'s appropriate competitive services personnel. A reply ASR from CenturyTel that provides the technical information for the appropriate CenturyTel switch(s) will be returned within ten (10) business days to your designated contact.

A copy of the ASR form, an industry standard ASR process overview and CenturyTel Access Services Group contact information are attached to this letter. If you will forward an email to me at guy.miller@centurytel.com, I will respond with an electronic version of the ASR form for your company's use.

For the same regulatory reason, once LNP has been implemented and tested in a switch, --CMRS-- must follow the same process for placing customer orders as do all existing LNP competitors. A wireless LNP service level agreement is being developed from the commission-approved terms and conditions section of CenturyTel's CLEC agreement. This will be forwarded to you in the near future and will provide you with the information needed as a competitor placing LNP orders with CenturyTel's CLEC Service Group. To comply with legal and regulatory requirements, all agreements are between a competitor and an individual

CenturyTel Operating Company but more than one company (on either side) within a single state may be signatory to the same agreement

Please submit any future correspondence to my attention at the address shown on this letter. All correspondence must, however, be addressed to a specific CenturyTel Operating Company to ensure compliance and proper handling.

Sincerely,

Guy Miller
Corporate Director- Carrier Relations
CenturyTel Service Group

Attachments

Local Number Portability ASR Submission

The industry standard process flow for all carrier ASRs is as follows

- 1) The carrier identifies the LEC (Local Exchange Carrier) responsible for the service desired by referring to the LERG (Local Exchange Routing Guide) The LERG will provide the OCN (Operating Company Number) for the LEC
- 2) The carrier cross references the OCN against an industry ICSC (Interexchange Customer Service Center) Code listing This cross reference provides contact information for ASR issuance to the desired LEC

A generalized overview of CenturyTel's carrier contact points is as follows

Access Services Groups- for ASR submission

Southern Region

Alabama, Arkansas, Louisiana, Mississippi, Tennessee and Texas
Group Phone – 318-449-6470
Group Fax – 318-683-3370

ICSC Codes

Alabama - South CT82 North CT83
Arkansas – CJ01, CM01, CR05, CS20, IL16, IL18, MG10, RT10
Louisiana – ET01, IS70, IS77, IT57, IT58, IT59, IT60, IT61, LW01
Mississippi – IT53
Tennessee – IT38, IT54, IT55
Texas – IL17, SM10, VV01

Missouri Group **(Spectra-CenturyTel)**

Missouri
Group Phone – 877-485-6499, Option 3
Group Fax – 636-332-3515

ICSC Codes

Missouri – CM02

Ohio Group

Indiana, Michigan, Ohio
Group Phone – 440-244-8153
Group Fax – 440-244-8238

ICSC Codes

Indiana – ID34, ID49
Michigan – CT22, IB40, IB53, PC10
Ohio- IC04

Washington Group

Arizona, Colorado, Idaho, Montana, New Mexico, Nevada, Oregon,
Washington and Wyoming
Group Phone – 360-905-7588
Group Fax – 360-905-7862

ICSC Codes

Arizona – IV12	New Mexico – IV11
Colorado – CO06, CO24	Oregon – IV27, TU03
Idaho – IW50, IDN0	Washington – TU01, IR40, IW19
Montana – NW03	Wyoming – IV21
Nevada- IW33	

Wisconsin Group

Iowa, Minnesota, Wisconsin
Group Phone – 608-796-7999
Group Fax – 608-796-5470

ICSC Codes

Iowa – IA39, IZ30
Minnesota – ID68
Wisconsin – CI00, CI05, CI25, CI35, CI36, CI47, CI55, CI65, CI13, CW01,
CW15, IB39, IZ76, IZ89, KT01, WI02, WI16

CLEC Service Group- For customer order placement **(Order process to be provided with Service Level Agreement)**

Group Phone- 800-658-9034
Group Fax- 318-330-6195



Access Service Request

Administrative Section

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Access Service Request (continued)

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* Denotes Required Fields



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VER 3

ASR NO
[4]

Interconnection/STP Translation Routing

[illegible]

March 25, 2004

(address information)

Dear-,

As committed to in earlier correspondence, attached is a copy of the CenturyTel Operating Companies' Wireless LNP service level agreement. Information on how to finalize this agreement between your company and the appropriate CenturyTel company(s) is provided at the end of this letter.

Although wireless companies are not required to enter into interconnection agreements to effect local number portability, the FCC's LNP Orders did not release the CenturyTel Operating Companies from its obligation to comply with the provisions of the Telecom Act of 1996 as codified in Part 51 of Title 47 of the US Code and, in particular, the regulation that governs an operating relationship with all competitors on a "most favored nation" basis:

Sec. 51.809 (a) An incumbent LEC shall make available ...to any requesting telecommunications carrier any individual ...service ...contained in *any* agreement to which it is a party that is approved by a state commission pursuant to section 252 of the Act, *upon the same rates, terms, and conditions* as those provided in the agreement. (Emphasis added.)

This wireless LNP service level agreement has been developed from the commission-approved terms and conditions section of CenturyTel's CLEC agreement. This agreement is not an interconnection agreement and does not contain anything other than the legal terms and conditions that are already in use by competitive companies involved in the porting of customers. Neither is the agreement meant to convey any obligations other than those required by law and existing industry-developed policies and procedures for portability.

To comply with legal and regulatory requirements, all agreements are between a competitor and an individual CenturyTel Operating Company but more than one corporate legal entity affiliate (on either side) within a single state may be signatory to the same agreement. To finalize a service level agreement between your company and one or more CenturyTel Operating Companies, please contact the below CenturyTel Carrier Relations personnel for the appropriate state(s) in which you operate:

Fran Runkel
fran.runkel@centurytel.com
WI, MN, MI, IA, IN, OH

Jackie Phillips
jackie.phillips@centurytel.com
WA, OR, ID, MT, CO, WY, AZ, NM, NV

Susan Smith
susan.smith@centurytel.com
AR, MO, TX

Cathy Quinn
cathy.quinn@centurytel.com
AL, MS, LA, TN

The listed personnel will insert your provided company legal and contact information and will prepare by-state copies for signature by both companies. Questions about the agreement may also be addressed to the appropriate CenturyTel contact.

Although CenturyTel is obligated to accept porting orders without a signed agreement, we believe that it is in both companies' best interests to have the legal protections offered by an agreement. If your company decides to place orders without an agreement, CenturyTel will still accept those orders and will do so following the in-place processes used by all other LNP competitors. Also, pursuant to CenturyTel's obligation under 51.809, CenturyTel will conduct business as if the terms and conditions of the agreement are in place even if a non-signing carrier does not feel bound by such terms.

If your company has an existing interconnection agreement with any CenturyTel company, this LNP agreement will co-exist with that agreement. (Existing wireless interconnection agreements do not provide for portability.) If your company wishes to obtain an interconnection agreement or wishes to incorporate LNP terms into an amendment to an existing agreement, please make such requests to the appropriate CenturyTel contact personnel.

Sincerely,

Guy Miller
Corporate Director- Carrier Relations
CenturyTel Service Group

Attachment

**AGREEMENT TO PROVIDE LOCAL NUMBER PORTABILITY
SERVICE**

BETWEEN

CENTURYTEL OF

AND

FOR THE STATE OF _____

This Agreement to Provide Local Number Portability Service (the "Agreement"), is by and between CenturyTel of _____, LLC, with its address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Wireless Service Provider, in its capacity as authorized by the Federal Communications Commission to provide commercial mobile radio service ("CMRS") ("Wireless Service Provider"), with its address for this Agreement at (Street address), (City and State, (Zip Code) (CenturyTel and Wireless Service Provider being referred to collectively as the "Parties" and individually as a "Party"). Pursuant to CenturyTel's status as a regulated incumbent local exchange carrier, this Agreement covers services in the State of _____ only (the "State").

WHEREAS, CenturyTel and Wireless Service Provider wish to enter into an agreement with each other setting forth the terms and conditions for the provisioning of Local Number Portability in compliance with the orders and regulations of the Federal Communications Commission, such as provided *In the Matter of Telephone Number Portability*, CC Docket No. 95-116, and subsequent related orders up until the Effective Date of this Agreement.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyTel and Wireless Service Provider hereby covenant and agree as follows:

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of Local Number Portability. The Parties agree that their entry into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to CenturyTel's cost recovery covered in this Agreement. Wireless Service Provider agrees to negotiate reciprocal terms and conditions with CenturyTel based on this Agreement.

This Agreement is not intended to take the place of an agreement negotiated pursuant to Section 251 of the Telecommunications Act of 1996 ("the Act"). This Agreement may not be adopted and used by local exchange carriers who are subject to the obligations found in Sections 251 and 252 of the Act, beyond only the incorporation of the "same terms and conditions," as set forth in Section 252(i) of the Act, in entering into an agreement pursuant to Section 251 of the Act. Further, any subsequent negotiation and execution by the Parties of an agreement pursuant to Section 251 of the Act shall encompass and supercede all terms and conditions of this agreement as of the date of execution of said subsequent agreement.

The services and facilities to be provided to Wireless Service Provider by CenturyTel in satisfaction of this Agreement may be provided pursuant to CenturyTel tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, Federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

ARTICLE II

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix. Any terms not specifically defined herein shall be given the meaning provided for in the applicable FCC Orders governing LNP.

1.1 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.2 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.3 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.4 Bona Fide Request (BFR)

Process as defined in FCC LNP orders that is intended to be used when requesting LNP implementation or for customized service orders for certain services, features, capabilities or functionality.

1.5 Business Day

Monday through Friday, except for holidays on which the non-priority U.S. mail is not delivered.

1.6 CenturyTel Service Guide

The CenturyTel Service Guide, which is used by all competitive carriers and contains CenturyTel's operating procedures for ordering, provisioning, trouble reporting and repair for services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the Guide, which may be amended from time to time by CenturyTel as needed. A current copy of the Guide will be made available on CenturyTel's external website.

1.7 Commission

The State Public Service or Public Utilities Commission, as applicable.

- 1.8 **Competitive Local Exchange Carrier (CLEC)**
Any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.9 **CTOC or CenturyTel**
The CenturyTel Operating Company in the State that is a Party to this Agreement.
- 1.10 **Customer**
The Party receiving service from the other. CenturyTel or Wireless Service Provider, depending on the context and which Party is receiving the service from the other Party.
- 1.11 **FCC**
The Federal Communications Commission.
- 1.12 **Incumbent Local Exchange Carrier (ILEC)**
Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
- 1.13 **Local Exchange Carrier (LEC)**
Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.14 **Local Number Portability (LNP)**
The ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Party to this Agreement to the other Party pursuant to applicable FCC Rules.
- 1.15 **Local Routing Number (LRN)**
Ten-digit number assigned to a switch or point of interconnection used for routing calls.
- 1.16 **Metropolitan Statistical Area (MSA)**
An MSA denotes a large urban population market as designated by the United States government.
- 1.17 **Multiple Exchange Carrier Access Billing (MECAB)**
Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

1.18 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.19 **Party/Parties**

CenturyTel and/or Wireless Service Provider.

1.20 **Provider**

The Party providing service to the other. CenturyTel or Wireless Service Provider depending on the context and which Party is providing the service to the other Party.

1.21 **Rate Center**

Geographic areas that utilize a common geographical point of reference for distance measurements, called a rating-point, which is defined by vertical and horizontal coordinates.

1.22 **State**

The State in which Services are to be provided under the Agreement.

1.23 **Subsidiary**

A corporation or other legal entity that is majority owned by a Party.

1.24 **Undefined Terms**

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with CenturyTel's tariffs, or, if not defined therein, under customary usage in the telecommunications industry as of the effective date of this Agreement.

ARTICLE III

GENERAL PROVISIONS

1 Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Conditions; Termination.

2.1 Term and Conditions.

The Parties will open their switches and NPA-NXXs to support number portability, as required by the FCC and consistent with the terms of this Agreement.

This Agreement shall become effective when signed by both Parties and, except as otherwise provided in this Agreement, shall continue in full force and effect until terminated in writing per the provisions of this Agreement. The Parties shall cooperate in good faith to implement the provisions of this Agreement in a timely manner.

2.2 Termination.

This Agreement may be terminated by either Party, upon 90 days written notice, as permitted by applicable FCC orders, or in case of breach of this Agreement, as otherwise permitted in this Agreement or by law.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a Default (defined below) by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the Default and that the defaulting Party does not cure the Default within twenty (20) Business Days of receipt of written notice thereof. Following CenturyTel's notice to Wireless Service Provider of its Default, CenturyTel shall not be required to process new service orders until the Default is timely cured. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, including nonpayment of Undisputed Charges, as defined in Section 4 of Article IV, within twenty (20) Business Days after the bill date or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Ordering and Implementation Inactivity.

Notwithstanding anything to the contrary contained herein, CenturyTel may terminate this Agreement in the event Wireless Service Provider has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any of said services to Wireless Service Provider's customers within one (1) year from the effective date of this Agreement.

2.5 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-Affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) Business Days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.6 Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3 Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his, her or its choosing and Wireless Service Provider has not relied on CenturyTel counsel or on representations by CenturyTel personnel not specifically contained in this Agreement, in entering into this Agreement.

6. Technical Exchange of Information.

Before orders can be taken under this Agreement, the technical exchange of information and testing, required by the NANC WIRELESS NUMBER PORTABILITY TECHNICAL, OPERATIONAL AND IMPLEMENTATION REQUIREMENTS, Phase II Report, CC Docket 95-116, and using the industry standard format provided by CenturyTel, should be completed by Wireless Service Provider and CenturyTel. Should either Party send porting orders without first engaging in such an exchange of information and testing, that Party shall bear full legal responsibility for any and all subsequent routing or call failure issues.

7. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the local, State and Federal governments.

8. Ordering and Electronic Interface.

Manual interface is currently being used for Wireless Service Provider to order services, and it includes facsimile orders and E-mail orders in accordance with the CenturyTel Service Guide. Conventional electronic ordering interface is not Currently Available. If CenturyTel later makes electronic interface ordering available to Wireless Service Provider, then the parties agree that, to the extent practicable, electronic interface will be used by Wireless Service Provider for ordering services and manual interface will be discontinued unless this is impracticable.

9. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), Wireless Service Provider and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

9.1 Back Billing.

The Parties will bill each other in a timely manner. Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year or the applicable Federal or State statute of limitations, whichever is longer.

9.2 Dispute.

If a Party disputes a bill issued by Provider, the billed Party shall notify the billing Party in writing regarding the nature and the basis of the dispute within 20 Business Days of the bill date or the dispute shall be waived, subject to any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues. Notwithstanding the foregoing, if Provider notifies Party of unpaid charges under Section 4 of Article IV, the dispute provisions thereof shall prevail.

9.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount of 1½% per month, or the maximum nonusurious rate of interest under Applicable Law. Such late payment charges shall be included on the Provider's next statement.

9.4 Due Date.

Payment is due twenty (20) Business Days from the bill date.

10 Binding Effect.

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

11. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

12. Confidential Information.

12.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms owned by the disclosing party ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services or UNEs placed by Wireless Service Provider pursuant to this Agreement, and information that would constitute customer proprietary network information of Wireless Service Provider end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to Wireless Service Provider end-users, whether disclosed by Wireless Service Provider to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement shall be deemed Confidential Information without having to be defined as such. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

12.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the owning party;
- (e) To return promptly any copies of such Confidential Information to the owning party at its request, and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

12.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the owning party, was received in good faith from a third party not subject to a confidential obligation to the owning party, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the owning party, confidential information that recipient obtained more than three (3) years ago, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the owning party and shall reasonably cooperate if the owning party deems it necessary to seek protective arrangements.

12.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

13 Consent.

Where consent notice, approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement, it shall not be conditional, unreasonably withheld, or delayed.

14. Fraud.

Wireless Service Provider assumes responsibility for all fraud associated with its end-user customers and accounts. CenturyTel shall bear no responsibility for, nor is it required to investigate or make adjustments to Wireless Service Provider's account in cases of fraud.

15. Reimbursement of Expenses.

If in performing under this Agreement, CenturyTel is required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement, CenturyTel is entitled to reimbursement from Wireless Service Provider for all such costs upon approval by Wireless Service Provider to proceed with such expenditures. For all such costs and expenses CenturyTel shall receive through nonrecurring charges ("NRCs") the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs. Absent approval by Wireless Service Provider to proceed and to bill the determined costs, CenturyTel shall have no obligation to make such expenditures or to provide the requested capability.

16. Dispute Resolution.

16.1 Alternative to Litigation.

The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

16.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable.

- (a) A Party may demand arbitration in accordance with the procedures set out in the AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.
- (b) Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction.

16.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 16.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules

of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

16.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

16.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement. However, during the pendency of any dispute resolution procedures CTOC reserves the right not to accept new Wireless Service Provider service orders.

17. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

18. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

19. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, terrorism, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section.

20. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith.

21. Governing Law.

This Agreement shall be governed by and construed in accordance with the Act, applicable Federal and (to the extent not inconsistent therewith) domestic laws of the State where the services are being provided and shall be subject to the exclusive jurisdiction of the State or Federal courts of Monroe, Louisiana.

22. Standard Practices.

The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable for the local exchange competitor industry which may be added in the Guide. Wireless Service Provider agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement.

23. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

24. Independent Contractor Relationship.

The persons provided by each Party to perform its obligations hereunder shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

25. Law Enforcement Interface.

25.1 Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

25.2 CenturyTel agrees to work jointly with Wireless Service Provider in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for Wireless Service Provider customers will be billed to Wireless Service Provider.

25.3 CenturyTel will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a Wireless Service Provider Customer and shall refer them to Wireless Service Provider.

26. Liability and Indemnity.

26.1 Indemnification.

Subject to the limitations set forth in Section 26.4, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever,

including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's (the "Indemnifying Party") negligence or willful misconduct, regardless of form of action. The Indemnified Party (the "Indemnified Party") agrees to notify the Indemnifying Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the Indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The Indemnifying Party shall not be liable under this Section for settlement by the Indemnified Party or any claim, lawsuit, or demand, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense within a reasonable time thereafter. In the event of such failure to assume defense, the Indemnifying Party shall be liable for any reasonable settlement made by the Indemnified Party without approval of the Indemnifying Party.

26.2 End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the Indemnified Party, its Affiliates, and any third-party provider or operator of facilities involved in the provision of services under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from services provided under this Agreement. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party to the Indemnified Party or such Indemnified Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users or any other act of omission of the Indemnified Party or such Party's end-users.

26.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

26.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses CenturyTel may recover, including those under Section 15 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of

liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.

26.5 Intellectual Property.

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

27. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

28. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

29. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section. Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications.

If to CenturyTel:

CenturyTel of _____
Attention: Carrier Relations Manager - Region
100 CenturyTel Drive Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072
E-Mail: _____

With a copy to:

CenturyTel of _____
Attention: Corporate Director – Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203

Telephone number: 318-388-9000

Facsimile number: 318-388-9072

E-mail: _____

If to Wireless Service Provider:

Name

Attention: _____

Address, City, State, Zip Code

Telephone number: _____

Facsimile number: _____

E-mail: _____

30. Protection.

30.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (with the foregoing hereinafter being collectively referred to as an "Impairment of Service").

30.2 Resolution.

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

31. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of services pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyTel and Wireless Service Provider.

32. Regulatory Agency Control.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency or agencies.

33. Effective Date.

This Agreement will be effective only upon execution by both Parties. The "effective date" of this Agreement for all purposes will be the latest date reflected by the signing parties.

34. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

35. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

36. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

37. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

38. Subcontractors.

Provider may enter into subcontracts with third parties or Affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligation hereunder.

39. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all Applicable Laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should one or both Parties choose to avail themselves of such law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 16 shall also govern any disputes arising out of or relating to such modifications. To the extent that subsequent Applicable Laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within twenty (20) Business Days after such subsequent change. If negotiations fail within forty (40) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 16, with the consequent changes in this Agreement to be retroactive to when negotiations began under this Section.

40. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

41. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

ARTICLE IV
TECHNICAL AND BUSINESS RULES GOVERNING SERVICES

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability and definitions, as described in the appropriate CenturyTel tariffs, apply to services made available by CenturyTel to Wireless Service Provider, unless otherwise specified in this Agreement. As applied to services offered under this Agreement, the term "Customer" contained in the CenturyTel Retail Tariff shall be deemed to mean "Wireless Service Provider" as defined in this Agreement.

2. Liability of CenturyTel.

In addition to the general limitation of liability in Section 26.4 of Article III, the following shall also limit CenturyTel's liability under this Agreement.

2.1 Inapplicability of Tariff Liability.

CenturyTel's general liability, as described in the CenturyTel local exchange or other tariffs, does not extend to Wireless Service Provider's customers or any other third party. Liability of CenturyTel to Wireless Service Provider resulting from any and all causes arising out of services, facilities or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to CenturyTel. CenturyTel shall be liable for the individual services, facilities or elements that it separately provides to Wireless Service Provider and shall not be liable for the integration of components combined by Wireless Service Provider.

2.2 Wireless Service Provider Tariffs or Contracts.

Wireless Service Provider shall, in its tariffs or other contracts for services provided to its end-users using services or facilities obtained from CenturyTel, provide that in no case shall CenturyTel be liable to Wireless Service Provider's end-users or any third parties for any indirect, special, consequential or punitive damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by Wireless Service Provider of the possibility of such damages and Wireless Service Provider shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from Wireless Service Provider customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with Wireless Service Provider's end-users.

2.3 No Liability for Errors.

CenturyTel is not liable for mistakes that appear in CenturyTel's listings, 911 and other information databases, or for incorrect referrals of end-users to Wireless Service Provider for any ongoing Wireless Service Provider service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, Wireless Service Provider shall indemnify and hold CenturyTel harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including Wireless Service Provider's end-users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of CenturyTel or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures.

If a Party submits an order for number portability under this Agreement in order to provide service to an end-user that at the time the order is submitted is obtaining its local services from Provider, and the end-user contacts Provider and notifies Provider that the end-user did not authorize Party to provide services to the end-user, Party must provide Provider with written documentation of authorization from that end-user within thirty (30) Business Days of notification by Provider. If Party cannot provide written documentation of authorization within such time frame, Party must within three (3) Business Days thereafter:

- (a) direct Provider to change the end-user back to the provider of service to the end-user before the change to Party was made; and
- (b) provide any end-user information and billing records Party has obtained relating to the end-user to the provider previously serving the end-user; and
- (c) notify the end-user and Provider that the change back to the previous provider has been made.

Furthermore, Provider will bill Party and Party will pay the relevant Administrative Order charge plus any required end user installation charges per affected line to compensate Provider for switching the end-user back to the original provider.

4. Timely Payment of Charges.

4.1 In General.

Satisfactory Wireless Service Provider current billing history is a prerequisite to the ordering of services. Wireless Service Provider is solely responsible for the payment of all charges for any and all services furnished under this Agreement.

4.2 Effect of Not Timely Paying Service Charges.

If Wireless Service Provider fails to pay within twenty (20) Business Days after the bill date any and all charges billed to Wireless Service Provider under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), excepting previously disputed charges for which Wireless Service Provider may withhold payment, Wireless Service Provider shall be in Default as defined in Section 2.3 of Article III.

4.3 Default Notice of Nonpayment for Services.

Following such Default resulting from nonpayment for services within the required twenty (20) Business Days following the bill date, CenturyTel shall notify Wireless Service Provider in writing that it must pay all Unpaid Charges to CenturyTel within twenty (20) Business Days, and the Parties specifically agree that no new service orders will be accepted by CenturyTel until the past due balance is brought to current status. If Wireless Service Provider disputes any or all of the Unpaid Charges, it shall, within said (20) twenty Business Day notice period, deliver to CenturyTel a written description of the disputed Unpaid Charges, including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to CenturyTel all undisputed Unpaid Charges. Nevertheless, CenturyTel reserves the right not to provision new services if there is a substantial unpaid balance, no matter what proportion of it is disputed.

4.4 Resolving Disputed Charges.

If Wireless Service Provider and CenturyTel are unable, within said twenty (20) Business Days, following notice of Default to resolve issues related to the disputed charges, then either Wireless Service Provider or CenturyTel may file a request for arbitration under Article III of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if Wireless Service Provider owes a payment to CenturyTel, it shall make such payment to CenturyTel with any late payment charge under Article III, Section 9.3, from the original payment due date. If Wireless Service Provider owes no payment, but has previously paid CenturyTel such disputed payment, then CenturyTel shall credit such payment including any late payment charges.

4.5 Remedies for CenturyTel.

Upon Wireless Service Provider's failure to pay all undisputed Unpaid Charges within the twenty (20) Business Days Default notice period in Section 4.3, CenturyTel may discontinue service to Wireless Service Provider and terminate this Agreement, and shall have no liability to Wireless Service Provider or Wireless Service Provider's end-users in the event of such disconnection. If Wireless Service Provider fails to provide notification under Section 4.3 or any of Wireless Service Provider's end-users fail to select a new provider of services within the applicable time period, CenturyTel, in its discretion, may provide local exchange services to Wireless Service Provider's end-users under CenturyTel's applicable end-user tariff at the then current charges for the services being provided, subject to any local rules. In this circumstance, otherwise applicable service establishment charges will not apply to Wireless Service Provider's end-user, but will be assessed to Wireless Service Provider.

4.6 Applicable Regulatory Law Notice Restriction.

Notwithstanding the foregoing, the notice provisions of this Section 4 shall be subject to the requirements of the applicable regulatory body.

5. Unlawful Use of Service.

Services provided by CenturyTel pursuant to this Agreement shall not be used by Wireless Service Provider or its end-users for any purpose in violation of law. Wireless Service Provider, and not CenturyTel, shall be responsible to ensure that Wireless Service Provider and its end-users use of services hereunder comply at all times with all Applicable Laws. CenturyTel may refuse to furnish service to Wireless Service Provider or disconnect particular services provided under this Agreement to Wireless Service Provider or, as appropriate, Wireless Service Provider's end-user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law or (ii) CenturyTel is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by CenturyTel is being used or will be used for the purpose of transmitting or receiving gambling or other information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to Wireless Service Provider, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to CenturyTel the written finding of a court, then upon request of Wireless Service Provider and its agreement to pay restoration of service charges and other applicable service charges, CenturyTel shall promptly restore such service.

6. Procedures For Preordering, Ordering, Provisioning, Etc.

Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the CenturyTel Service Guide.

ARTICLE V
LOCAL NUMBER PORTABILITY

1. Services Covered by This Article.

This Article governs the provision of Local Number Portability. The Parties desire to enter into this Agreement consistent with all applicable FCC rules and orders in effect as of the Effective Date. The Parties agree that the Industry has established Local Routing Number ("LRN") technology as the method by which LNP will be provided in response to FCC Orders in Docket 95-116. The Parties agree to provide LNP to the extent and as required by FCC rules and orders and any other applicable law, rules and/or regulations.

The Parties agree to adhere to FCC orders for inter-modal portability which specify "porting from a wireline carrier to a wireless carrier is required where the requesting wireless carrier's "coverage area" overlaps the geographic location in which the customer's wireline number is provisioned, provided that the porting-in carrier maintains the number's original rate center designation following the port."

2. Obligations.

- 2.1 The Parties agree to provide LNP as required by relevant FCC Orders within and between their respective networks no later than any revised deployment schedule established by the FCC under Part 52 of the FCC's Rules (47 CFR Part 52), or in other applicable FCC Orders and Rules.
- 2.2 The Parties shall, as required by FCC Orders, disclose upon request any technical limitations that would prevent LNP in any connecting office within the most current Metropolitan Statistical Area (MSA) to which they provide service.
- 2.3 The Parties agree that the North American Numbering Council (NANC) is charged with advising, and making recommendations to, the FCC for the development and implementation of the FCC's rules for provisioning LNP, as provided in 47 CFR Section 52.11 or a successor provision. The Parties agree to adhere to NANC guidelines for Inter Service Provider Provisioning of Local Number Portability.
- 2.4 Network LNP Software is required to be in place and tested prior to submitting valid orders.
- 2.5 Prior to the start of LNP, the Parties will work together to migrate telephone numbers assigned to Type 1 trunks to the Wireless Service Provider's switch.
- 2.6 Parties agree to provide CSR (customer service record) when requested and upon forwarding of the specific customer's letter of authorization (LOA) for Customer Proprietary Network Information (CPNI).

3. Service Limitation.

A telephone number can only be ported from CenturyTel to a Wireless Service Provider if the Rate Center associated with the NPA-NXX is within the Wireless Service Provider's local service area.

4. Billing and Rates.

4.1 Service Ordering, Service Provisioning, and Billing.

Wireless Service Provider will order services for number portability directly from CenturyTel. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.

4.2 Rates and Charges.

Pursuant to FCC policy on LNP charges, Customer agrees to pay to Provider the applicable "move of service" rates and charges for the Services set forth in Appendix A to this Agreement.

4.3 Billing.

Provider shall render to Customer a bill for services on a current basis.

4.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Telcordia Technologies Billing Output Specifications (BOS).

5. LNP Ordering.

LNP shall be provided in response to a completed BFR in the appropriate format. Wireless Service Provider shall place orders for LNP via industry-acceptable processes as specified by CenturyTel and used by other carriers, including CLECs, when ordering services from CenturyTel. To order and received LNP services, Wireless Service Provider shall have the appropriate authorization from the end-user in accordance with USC 47, Part 64, Sub-Part K.

6 Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

ARTICLE VI
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective in accordance with Article III Section 33.

By: _____

By: _____

Name: GUY MILLER

Name: _____

Title: CORPORATE DIRECTOR - CARRIER RELATIONS

Title: _____, A
duly authorized officer or other agent of
Wireless Service Provider with such
signature binding Wireless Service Provider

Date: _____

Date: _____

APPENDIX A

RATES AND CHARGES FOR NUMBER PORTABILITY

General. The rates contained in this Appendix A apply to the provision of LNP services as set forth in Article V and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel's costs), or any appeal or other litigation.

Non-Recurring Charges (NRCs) for Local Number Portability

Ordering

Administrative Service Order processing charge, per ported number:

The applicable end user "Move of Service" charge from the state tariff will apply

IMPORTANT INFORMATION REGARDING LOCAL NUMBER PORTABILITY

Dear Wireless Carrier,

In prior correspondence, you were provided with contact information for various offices within the CenturyTel family of companies. Included in that correspondence was the information for the CenturyTel CLEC Service Group and notification that this group was your company's interface for the placement of LNP orders. In addition, you were informed that further information on the ordering process would be provided upon the receipt of an executed agreement or upon request if no agreement was desired.

Whether you have an agreement or other wise made the request, to ensure that you have the appropriate information, I am enclosing the referenced CenturyTel Service Guide. The Guide contains all of the details needed to pass LSR order for LNP to the CLEC Service Center.

Re OCNs for CenturyTel companies, these are publicly available via the LERG. The LERG also shows the AOCN of G026 that is used by all CenturyTel companies. All CenturyTel companies also share a common SPID of 0950.

Also, if your company is one of those wireless carriers whose preferred routing method is via a transiting situation through a third party carrier, please be aware that CenturyTel has recently noted that multiple transiting carriers are beginning to refuse to pass wireless traffic that is not covered under an agreement. CenturyTel will process calls to ported numbers as required- by performing the database dip and routing the call as specified by the receiving carrier or via the default transiting method as appropriate. CenturyTel has no responsibility once the call leaves the CenturyTel network. If the transiting situation applies to your company, you may wish to ensure that your intended transiting carrier will indeed pass the traffic to you. CenturyTel cannot initiate new routing or test transiting of ported calls without your participation in the previously provided industry standard ASR technical information exchange and testing initiation process.

As a final note, CenturyTel receives inquiries on a regular basis from wireless representatives who wish to pass orders but do not correctly contact the previously provided CLEC Service Group number or who do not check the technical and legal ability of a number to be ported. Please ensure that your customer contact personnel know that 1) LNP orders may not be passed to CenturyTel's end user Customer Services offices but only to the CLEC Service Center, 2) orders cannot be accepted for any switch that is not yet LNP capable pursuant to a previously submitted BFR and 3) orders cannot be processed in any state where wireline to wireless portability is currently under suspension for a 2% carrier. Texas, Alabama, Mississippi, Colorado, Indiana, Louisiana, Oregon and Montana are examples of states with a current suspension. Orders for these states will be accepted upon the expiration of the suspension.

Although the law gives the CenturyTel companies up to six months from the date of the initial valid BFR to implement LNP in a specified switch, our companies have worked very hard to accelerate the schedule and we expect most switches to be capable by May 24.

Guy Miller
Corporate Director- Carrier Relations
CenturyTel Service Group

CENTURYTEL COMPANY NUMBERS

DATED: 6/6/02
PREPARED BY: KWB

	A	B	C	D	E
	CO NO	COMPANY NAME	STATE		OCN Nos.
1			Texas		2117
2	T032	CenturyTel of Port Aransas, Inc.	Tennessee		O557
3	T033	CenturyTel of Claiborne, Inc.	Louisiana		O423
4	T035	CenturyTel of Central Louisiana, LLC	Arkansas		1711
5	T039	CenturyTel of Mountain Home, Inc	Mississippi		O458
6	T042	CenturyTel of North Mississippi, Inc	Arkansas		1706
7	T044	CenturyTel of Arkansas, Inc.	Louisiana		O436
8	T046	CenturyTel of North Louisiana, LLC	Louisiana		O440
9	T048	CenturyTel of East Louisiana, LLC	Arkansas		1727
10	T049	CenturyTel of South Arkansas, Inc	Louisiana		O424
11	T051	CenturyTel of Southeast Louisiana, Inc	Louisiana		O434
12	T056	CenturyTel of Evangeline, LLC	Louisiana		O442
13	T057	CenturyTel of Southwest Louisiana, LLC	Louisiana		O431
14	T059	CenturyTel of Northwest Louisiana, Inc	Indiana		O801
15	T061	CenturyTel of Odon, Inc.	Indiana		O747
16	T065	CenturyTel of Central Indiana, Inc.	Michigan		O671
17	T069	CenturyTel Midwest - Michigan, Inc.	Wisconsin		O895
18	T070	CenturyTel of Wisconsin, LLC	Wisconsin		O931
19	T072	CenturyTel of Southern Wisconsin, LLC	Wisconsin		O877
20	T073	CenturyTel of Fairwater-Brandon-Alto, LLC	Iowa		1126
21	T079	CenturyTel of Chester, Inc	Idaho		2225
22	T083	CenturyTel of Idaho, Inc	Tennessee		O552
23	T085	CenturyTel of Adamsville, Inc	Arkansas		1720
24	T087	CenturyTel of Redfield, Inc.	Arkansas		1142
25	T090	CenturyTel of Northwest Arkansas, LLC (Russellville)	Arkansas		1143
26	T091	CenturyTel of Northwest Arkansas, LLC (Siloam Springs)	Arkansas		1144
27	T092	CenturyTel of Central Arkansas, LLC	Wisconsin		1159
28	T097	CenturyTel of Central Wisconsin, LLC	Michigan		O702
29	T100	CenturyTel of Michigan, Inc	Wisconsin		O884
30	T105	CenturyTel of Forestville, LLC	Wisconsin		O898
31	T106	CenturyTel of Larsen-Readfield, LLC	Wisconsin		O913
32	T108	CenturyTel of Monroe County, LLC	Wisconsin		O950
33	T109	CenturyTel of Northwest Wisconsin, LLC	Colorado		2208
34	T110	CenturyTel of Colorado, Inc.	Wisconsin		O956
35	T111	CenturyTel of Northern Wisconsin, LLC	New Mexico		2274
36	T112	CenturyTel of Southwest, Inc - New Mexico	Arizona		2175
37	T114	CenturyTel of Southwest, Inc - Arizona	Tennessee		O574
38	T119	CenturyTel of Ooltewah-Collegedale, Inc	Ohio		O630
39	T120	CenturyTel of Ohio, Inc	Louisiana		O427
40	T121	CenturyTel of Chatham, LLC	Texas		2140
41	T125	CenturyTel of San Marcos, Inc	Michigan		O705
42	T127	CenturyTel of Northern Michigan, Inc.	Texas		2101
43	T137	CenturyTel of Lake Dallas, Inc.	Louisiana		O439
44	T140	CenturyTel of Ringgold, LLC	Washington		2408
45	T141	CenturyTel of Washington, Inc	Washington		2422
46	T142	CenturyTel of Inter Island, Inc	Washington		2410
47	T143	CenturyTel of Cowiche, Inc.	Oregon		2360
48	T144	CenturyTel of Eastern Oregon, Inc	Oregon		2395
49	T145	CenturyTel of Oregon, Inc.	Montana		2249
50	T146	CenturyTel of Montana, Inc.	Nevada		4438
51	T147	CenturyTel of the Gem State, Inc.	Idaho		4437
52	T148	CenturyTel of the Gem State, Inc.	Colorado		2185
53	T149	CenturyTel of Eagle Inc.			

CENTURYTEL COMPANY NUMBERS

DATED: 6/6/02
PREPARED BY KWB

	A	B	C	D	E
54	T150	CenturyTel of Wyoming, Inc	Wyoming		2299
55	T156	CenturyTel of the Midwest-Wisconsin, LLC	Wisconsin		O922
56	T157	CenturyTel of the Midwest-Wisconsin, LLC	Wisconsin		O841
57	T158	CenturyTel of the Midwest-Wisconsin, LLC	Wisconsin		O934
58	T159	CenturyTel of the Midwest-Wisconsin, LLC	Wisconsin		O959
59	T160	CenturyTel of the Midwest-Wisconsin, LLC	Wisconsin		O857
60	T161	CenturyTel of the Midwest-Wisconsin, LLC	Wisconsin		O970
61	T162	CenturyTel of Midwest-Kendall, LLC	Wisconsin		O924
62	T163	CenturyTel of Upper Michigan, Inc.	Michigan		O689
63	T164	CenturyTel of Minnesota, Inc.	Minnesota		1445
64	T165	CenturyTel of Postville, Inc	Iowa		1274
65	T166	Spectra Communications Group, LLC	Missouri		1151
66	T167	Telephone USA of Wisconsin, LLC	Wisconsin		1155
67	T800	CenturyTel of Alabama, LLC			
68	T801	CenturyTel of Northern Alabama			9789
69	T802	CenturyTel of Southern Alabama			9788
70	T803	CenturyTel of Missouri, LLC			
71	T804	CenturyTel of Belle-Hermann			
72	T805	CenturyTel of Southern Missouri			
73	T806	CenturyTel of Southwest Missouri			
74	T807	CenturyTel of Central Missouri			
75					
76		AOCN for all			G026
77		SPID for all			O950



CenturyTel Service Guide

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Resale/CLEC Contact Center

Purpose: The Resale/CLEC Contact Service Center is responsible for processing all wholesale service requests including the following

- Receiving and logging all orders
- Managing all CLEC/Reseller Notifications and Responses
- Processing Local Service Requests
- Providing a single point of contact for any questions relating to specific Local Service Requests
- Processing billing disputes

Monroe, LA Contact Center

Physical Address:

100 CenturyTel Drive
Monroe, LA 71203

Mailing Address:

100 CenturyTel Drive
Monroe, LA 71203

Telephone Numbers:

1-800-658-9034 Resale
1-888-477-1747 CLEC (facilities based)

Fax Number:

318 330-6195

Business Office Hours:

Monday - Friday 8:00 a.m. to 5:00 p.m. CST.*

Email:

centurytel_clec@centurytel.com
centurytel_resale@centurytel.com

Management Contacts:

Support Team Lead
Support Supervisor – CLEC/Resale
Support Manager-CLEC/Resale:

Carrie Patrick 1-888-477-1747
LaCondra Thompson 318-330-6204
Sandy Nelson 318-340-5145

This Contact Center provides support for Resellers and CLECs in the following CenturyTel telephone operating companies (as defined in the Resale or Interconnection Agreement):

Al

Interconnection, Resale and/or Unbundling Agreement

A contract is required for all service provisioning. It is our understanding that this agreement has already been negotiated. However, if you need additional contact with our Carrier Relations department the address and telephone number are listed below.

Contact for Agreements:

Attn. Manager Carrier Relations
CenturyTel Service Group, Inc.
100 Century Park Drive
Monroe, LA 71203

Telephone Number:

318-388-9000

Operating Company Number (OCN)

An Operating Company Number (OCN) will be required by a CLEC for each state in which it will operate. To obtain an OCN, contact

National Exchange Carrier Association (NECA)
80 S Jefferson Road
Whippany NJ 07981
973-884-8249
Fax. 973-884-8082

Customer Carrier Name Abbreviation (CCNA)

A Customer Carrier Name Abbreviation (CCNA) will be required to complete the CLEC Profile. To obtain your CCNA, contact

Telcordia Technologies Customer Support
45 Knights Bridge Road
Room 5A235
Piscataway, NJ 08854
732-699-5577
Fax. 732-336-2778

Letter of Authorization (LOA)

Resellers must obtain permission from end-users to act on their behalf in matters pertaining to the end users' communications services. The scope of this permission covers activities relating to obtaining records and placing orders on behalf of an end-user. This relationship is established by providing Proof of Authorization (POA) to a reseller. Although there may be other methods of authorization, the authority can be arranged through a document called a Letter of Agency (LOA). This arrangement is common between local exchange service providers and other third-party providers.

Before CLECs or resellers can authorize activity on an end-user account, they must have a LOA stating the scope of that authority. It is not necessary for the letter of agency to accompany requests for records or services, however, indication of agency authority is a required field entry for CenturyTel representatives on requests for customer service records and Local Service Request forms.

This requirement is based on the need to protect both the end-user and the reseller from mishandling of accounts. Your Business Services Representative is available to help you understand the importance of authorization requirements for all parties involved.

Pre-Sale - If your end user (customer) currently has service with CenturyTel, obtain a Letter of Authorization (LOA) for Customer Service Records (CSR) from your customer and fax it to CenturyTel. You need only send the written LOA to CenturyTel if you want to view a CenturyTel customer record prior to having their authorization to provide them with service.

Post-Sale - In a post-sale situation, you must obtain a Letter of Authorization and have this letter in your possession. Reseller shall make LOAs available to CenturyTel upon request.

Required:

- On pre-sale to view a Customer Service Record (CSR) with a signed copy of the letter of authorization

Note: (Contract Must Be on File)

(LOAs must be produced upon request with local service request)

- On post-sale CSRs
- To issue a service order on the account

LOA Must Contain The Following End User Information:

- Name, Address (where service resides), City, State, Zip Code and 10-digit Telephone number.
- Signature and title of end user
- Signature and title of reseller's representative
- List of items authorized to receive

Order Processing

General

CenturyTel will utilize the OBF methods and practices for processing orders. To obtain a complete copy of the forms and instructions, you can contact Alliance for Telecommunication Industry Solutions at 202-628-6380 or www.atis.org. Sample forms and a list of required fields are available in the appendix.

All orders must be typed. Handwritten forms will be rejected by the Contact Center.

Ordering Method: Email is the preferred method of ordering. Email or fax forms to number given in Resale Contact Center Section.

LSR Requirements

1. Local Service Requests (LSRs) should be entered on the website.

If there are any technical difficulties they can be emailed to the following:

- Resale LSRs: centurytel.resale@centurytel.com
- CLEC LSRs (Loop, LNP, INP, etc.): centurytel.clec@centurytel.com

2. LSRs are to be sent as one Microsoft Word, Microsoft Excel or Adobe Acrobat document attachment to the email. The file name should be in the following format: PON#-EU Last Name-Sent Date (MMDDYY) (i.e. AEN106959-Smith-011502)

3. The Subject field of the email should be in the following format:
PON#-EU Last Name-Sent Date (MMDDYY) (i.e. AEN106959-Smith-010502)

For additional information regarding the email requirements for orders, please call the Resale Contact Center.

Uniform Order Forms

Local Service is ordered manually by using the uniform order request forms. The Local Service Request (LSR) form contains administrative data which is common to all orders. It is associated with the End User Information (EU) form and one or more order forms which specifically define the requested service configurations.

Service Specific Forms

Service specific forms have been designed to accommodate ordering conditions specific to a service type and must be associated with a LSR form. These service specific forms and service types are:

- End User Information (EU)
- Resale Service (RS)
- Directory Listing (DL)

Local Service Request Confirmation

Upon receipt of complete firm orders, CenturyTel will input the order on a first-come, first-serve basis.

Once the CenturyTel Resale Business Contact Center has input the order, the Contact Center will provide a Firm Order Confirmation (FOC) via website. The confirmation will include:

- Telecommunications Carrier's Purchase Order Number
- CenturyTel assigned service order number
- Due Date for the service request
- End User's telephone number

You can expect to receive the FOC within 48 hours.

Addressing

If your end user does not have service with CenturyTel, you must obtain and validate your customer's address

Primary Interexchange Carrier (PIC) Assignments

Reseller shall designate PIC assignments on behalf of its end user for interLATA services and, where local dialing parity has been implemented or required, IntraLATA services. CenturyTel will not accept PIC change requests from any party other than Reseller associated with basic line services of Reseller.

If a local service subscriber of a Reseller doesn't select the reseller as the long distance provider, the Reseller must notify long distance provider and provide billing information to enable long distance service invoicing by the long distance provider. CenturyTel will not bill long distance charges directly to a subscriber of a reseller

Directory

CenturyTel will accept at no charge one primary listing for each main telephone number belonging to Reseller's end user customer information provided to CenturyTel by Reseller. CenturyTel will place and co-mingle Reseller's listings in CenturyTel's directory listing database for directory assistance purposes and will make listings available to directory publishers and other third parties. Additional terms and conditions with respect to directory listings are described in CenturyTel's local exchange tariff

Order Confirmation

Orders will be confirmed within 24 to 48 hours of receipt

Due Date Intervals***

POTS	3 Business Days*
KEY/PBX	3 Business Days*
CENTREX	10 Business Days (new system installation)* 3 Business Days (Adds/Changes)*
DID	3 Business Days*
Feature & PIC Changes	3 Business Days

*Same day order must be received by 12 00 PM CST Orders received after 12:00 PM will be processed on the next business day.

**Same day service may be available for some areas

***Intervals given in this guide are very general Please refer to the Resale or Interconnection Agreement for more detail

Billing

Billing Formats

Billing is available in paper format. This is mailed to the service provider on a monthly basis.

Customer Payment Services

Remit Payments to:

P O. Box 6000
Marion, LA 71260

Methods of Payment Available:

Connect Check (bank draft)
MasterCard/VISA
Cash (at payment locations) or Check

Telephone Numbers:

Resale Contact Center	800-658-9034
CLEC Contact Center	888-477-1747
Collections	888-646-0004
Billing Questions	800-201-4102

Billing Disputes

As defined in the Resale or Interconnection Agreement, the Reseller will be responsible for all charges that are billed on each resold account. CenturyTel will not become involved in disputes between reseller and Reseller's end user customers over resold services.

If a dispute does arise that cannot be settled without the involvement of CenturyTel, Reseller shall contact the designated Resale Business Contact Center for resolution. CenturyTel will make every effort to assist in the resolution of the dispute and will work with Reseller to resolve the matter in as timely a manner as possible. Reseller will be required to submit documentation to substantiate the claim (as exhibited by the Billing Dispute Form supporting document) within 90 days of the bill date. Billing disputes can be faxed, emailed, or keyed on the website to the Resale Business Contact Center as defined in the Resale Contacts section of this document.

Maintenance/Repair Center

Telephone Number:
800-824-2877

Repair Center Hours:
Open 24 hours per day, 7 days per week

The service provider must submit all requests for repair or maintenance. End users requesting repair or maintenance will be referred back to their service provider. Exception is CPE provided by CenturyTel.

Reseller and CenturyTel will employ the following procedures for handling misdirected repair calls:

- a. Reseller and CenturyTel will provide their respective customers with the correct telephone numbers to call for access to their respective repair bureaus.
- b. Customers of Reseller shall be instructed to report all cases of trouble to Reseller. Customer of CenturyTel shall be instructed to report all cases of trouble to CenturyTel.
- c. To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

Information Required For Reporting a Trouble Ticket:

- Working Telephone Number and/or Circuit ID
- Name of Person Reporting the ticket
- Verify Service Address
- Description of Trouble
- If access to premise will be available
- Contact name and telephone number for Reseller

Inside Wire Installation

Requests for inside wiring are done on a time and material basis. The request should be included with local service request form. End users may request this service directly from CenturyTel.

Time & Materials Rate: Contact your Business Service Representative to get an accurate quote.

Customer Service Record

A Customer Service Record (CSR) contains information about an end user's account

5 Major Sections of CSR

1. Service Address Section

This section provides the address where the service resides including the city, county and state

2. Directory Listing Section

This section provides the main directory listed name and address

- Is the number non-published or in the book?
- How is their name listed in the book?
- Listed address where service resides?
- Any other additional listings the customer may have, plus listed address and telephone number associated with listing
- Yellow page heading

3. Billing Address Section

This section contains information required to send the bill to the end user

4. Working Telephone Number Section

This section contains a list of working telephone numbers billed to this account.

- Type of number (ANI, PBX, HNT)
- Hunting sequence
- Incoming toll restrictions
- Long distance carrier on line

5. Service and Equipment Section

This section summarizes the telephone services, equipment and features

- By billing code and description, what service the customer has
- Any line restrictions

NOTE Please note CenturyTel will not provide a CSR when the end user is served by another Telecommunications Company. CenturyTel will not provide the name of the Telecommunications Company. CenturyTel will not provide the name of the Telecommunications Company providing service to the end user.

Sample CSR Forms

(See following)

S045 CUST SERVICE ADDRESS INFORMATION

01 03/13/02

SN ■ ADDR LIST NAME SMITHCO NURSERY INC

08:46:08

S.O. NO REL S.O.

PAGE 01

OLD PHONE 318-748-8000-0 NEW PHONE

ACT CD

ADDR CODE S0000

E-911 Address

E911 SITE

COS 2 TOS 0 OTC

HOUSE 3993 STREET HWY 112

COMMUNITY FOREST HILL

LOCATION

Service Address

NAME

ADDR1 3993 HWY 112

ADDR2

CITY FOREST HILL

ST LA ZIP 714300000

Location Over-rides

GEO - STATE 19 - LA

COUNTY 079 - RAPIDES

CITY 2576 - FOREST HILL

BASE AREA - 318748

CITY LIMITS - I

CUSTOMER IN 911 EXCHANGE. 911 ENTRY MAY BE NEEDED.

ENTER SKIP F21 FIRST PAGE F10 PAGE FORWARD

TIN

»

0 2,5

CUSTOMER SERVICE ADDRESS

S035
SN ■

DIRECTORY INFORMATION

01 03/13/02
08:50:40
PAGE 001

TELEPHONE 318-748-8000 0

NAME SMITHCO NURSERY INC

TYPE LISTCD INDT CLASSIFIED HEADING OR ADDITIONAL LISTING

A	SMITH, CARL & TAMI
C	NURSERYMEN
M	(SVC ADD)3993 HWY 112/FOREST HILL
M	SMITHCO NURSERY INC

** END OF INQUIRY **

PF0=FIRST PAGE PF10=PAGE FORWARD PF11=PAGE BACKWARD F12=LAST PAGE

TI ■

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0 2,5

DIRECTORY INFORMATION

S030	CUST BILLING ADDRESS INFORMATION		01	03/13/02
SN	NAME SMITHCO NURSERY INC		08:52:21	
S.O. NO	INQUIRY	REL S.O.		
PHONE 318-748-8000-0	NEW PHONE			
ADDRESS TYPE - BILLING	ADDRESS TYPE - GROUP1 BILLING			
NAME	STREET			
STREET 3993 HIGHWAY 112				
CITY FOREST HILL	CITY	STATE	ZIP	
STATE LA	ZIP 714309650			
USE FWD ADR INSTEAD OF BILL ADR				
ADDRESS TYPE - FORWARDING	ADDRESS TYPE - GROUP1 FORWARDING			
NAME	STREET			
STREET				
CITY	CITY	STATE	ZIP	
STATE	ZIP			
<input type="button" value="ENTER SKIP"/> <input type="button" value="PA1 RETURN"/> <input type="button" value="PA2 DRCT"/>				
TI	»	0	2.5	

CUSTOMER BILLING ADDRESS INFORMATION

S038	ACTIVE	CUST	WORKING	TELEPHONE	NUMBER	LIST	01	03/13/02
SN	Toggle	NAME	SMITHCO	NURSERY	INC		CPNI:NO	08:54:22
S.O. NO		REL S.O.					PAGE	0001
PHONE	318-748-8000-0	NEW PHONE						
FIND								

A	C	RSN	TYPE	PHONE	HNT NBR	EFFECT DATE	ADDR CODE	CDT CRD	3RD RST	COLL RST	CARR
MASK>		BUS	ANI	318-748-8000-0		08/13/97	S0000	Y	N	N	0550
		RES	INT	003-003-6151-0		12/29/97	S0000	N	N	N	
		BUS	800	877-748-8001-0		08/08/00	S0000	N	N	N	10X1

*** END OF DATA ***

F4=CARR F5=SVEQ F6=SKIP F7=UPDT F8=ACCT F9=LAST F21=FIRST F10=NEXT F22=BACK

TI » 0 2,5

CUSTOMER WORKING TELEPHONE NUMBER LIST

KEY FOR TYPE FIELD

ACT	Account Number
ANI	Associate or Main
AUT	Authorization Code
CAL	Calling Card
CEL	Cellular
CLD	CenturyTel Long Distance Customer out of territory
CMP	Company Line
CTX	Centrex
DID	Direct Inward Dial
DNL	Directory Number no LEN
DRM	Dom
FAX	Fax
HNT	Hunt
INT	Internet
ISD	ISDN
KEY	Key
MAD	Multiple Appearance Directory Number
MOB	Mobile
MOD	Modem
MSC	Miscellaneous
OPX	Off Premise Extension
PG1	Pagers (new)
PAG	Pager
PAY	Payphone
PBX	PBX
PHM	Phone Home
RES	Reserved
RCF	Remote Call Forward
SIN	Sina or Personal Ring (teen line)
SPC	Special Circuit
SUB	Account Number
TRV	Traveler Card
TST	Test
UCL	Cellular
VML	Voice Mail
80R	Operation 800
800	Direct Dial 800

S043	INQUIRY	Service and Equipment Recap	01	03/13/02
SN		RECAPPED BY ACCOUNT NBR		08:55:43
NAME SMITHCO NURSERY INC		Account	318-748-8000-0	Page 1
LD Emp Discount Y		Addr Code ALL		
LD Bill Option C		To		

Tarf	Desc	ES/NE	Rate	Cust	In	Out	Total	Bill	Billed	Amount
1000	1B	E	33.60	1			1			33.60
2001	SUB LN B	E	5.00	1			1			5.00
2025	S/L B	E	2.00	1			1			2.00
2110	CREDIT C	E	.00	2			2			.00
3050	CW BUS	E	3.00	1			1			3.00
3146	VM BBUS	E	8.95	1			1			8.95
3202	TT BUS	E	2.50	1			1			2.50
3249	CLID NAM	E	9.00	1			1			9.00
340G	FUSC BAS	E	.34	1			1			.34
3688	MATC	E	.00	1			1			.00
3733	CALL BLK	E	4.20	1			1			4.20
4260	M9417 60	E	6.50	1			1			6.50
4529	INTER.NE	N	19.95	1			1			19.95
Total Lines				3	0	0	3			
Total Lines With Sveq				3	0	0	3			
Recurring		87.09	Partial		.00	Non-Recurring				.00

** CONTINUED ON NEXT PAGE **

F4=NEXT ACCT F6=SKIP F9=LAST F10=FWD F21=1ST F22=BACK PA2=DRCT

TI >> 0 2,5

SERVICE and EQUIPMENT

Authorized Parties

List below any parties within your organization that are authorized to inquire and make changes to your account. If no specific parties are identified, account inquiry and order placement will be accepted from anyone that identifies themselves as being part of your organization

Authorized Parties

(Name)

Telephone #: _____

(Name)

Telephone #: _____

(Name)

Telephone #: _____

(Name)

Telephone #: _____

(Name)

Telephone #: _____

Date _____

Appendix

UNBUNDLED LOOP ORDERING CODES*

Unbundled Voice Loops

A. 2-Wire Unbundled Voice Loop (Loop Start Signaling) – Non Design

<u>CLEC Interface at Collocation</u>		<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1	Analog Cable Pair CA/PR must be provided	LY--	N/A	N/A

B. 2-Wire Unbundled Voice Loop (Loop Start Signaling) – Design

<u>CLEC Interface at Collocation</u>		<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1.	Analog Cable Pair CA/PR must be provided	LY--	02QC3 00D	02LS2
2.	DS1 Interface T1 CFA must be provided	LY--	04QB9.11	02LS2
3.	DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6.33	02LS2

C. 4-Wire Unbundled Voice Loop (Loop Start Signaling)

<u>CLEC Interface at Collocation</u>		<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1.	Analog Cable Pair CA/PR must be provided	LY--	04QC2.00D	04LS2
2.	DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04LS2
3	DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6 33	04LS2

Unbundled Digital Loops

A. 2-Wire Unbundled Digital Loop (Basic Rate ISDN Signaling)

<u>CLEC Interface at Collocation</u>		<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1.	Analog Cable Pair CA/PR must be provided	LY--	02QC5.00S	02IS5
2	DS1 Interface T1 CFA must be provided	LY--	04QB9.11	02IS5
3.	DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6.33	02IS5

B. 4-Wire Unbundled Digital Loop (2.4 Kbs Digital Data Signaling)

<u>CLEC Interface at Collocation</u>		<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1.	Analog Cable Pair CA/PR must be provided	LY--	04QC5.00J	04DU5.24
2.	DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04DU5.24
3.	DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6 33	04DU5 24

C. 4-Wire Unbundled Digital Loop (4.8 Kbs Digital Data Signaling)

<u>CLEC Interface at Collocation</u>		<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1.	Analog Cable Pair CA/PR must be provided	LY--	04QC5.00K	04DU5.48
2.	DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04DU5.48
3.	DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6.33	04DU5.48

UNBUNDLED LOOP ORDERING CODES*

D. 4-Wire Unbundled Digital Loop (9.6 Kbs Digital Data Signaling)

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	04QC5.00L	04DU5.96
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04DU5.96
3. DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6.33	04DU5.96

E. 4-Wire Unbundled Digital Loop (19.2 Kbs Digital Data Signaling)

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	04QC5.00M	04DU5.19
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04DU5.19
3. DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6.33	04DU5.19

F. 4-Wire Unbundled Digital Loop (56 Kbs Digital Data Signaling)

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	04QC5.00P	04DU5.56
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04DU5.56
3. DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6.33	04DU5.56

G. 4-Wire Unbundled Digital Loop (64 Kbs Digital Data Signaling)

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LY--	04QC5.00Q	04DU5.64
2. DS1 Interface T1 CFA must be provided	LY--	04QB9.11	04DU5.64
3. DS3 Interface – T1 on T3 T1 CFA must be provided	LY--	04QB6.33	04DU5.64

H. 2-Wire Unbundled Loop capable of transmitting ADSL

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LX--	02QB9.00H	02DU9.00A

I. 2-Wire Unbundled Loop capable of transmitting HDSL

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LX--	02QB9.00H	02DU9.00H

J. 4-Wire Unbundled Loop capable of transmitting HDSL

<u>CLEC Interface at Collocation</u>	<u>NC</u>	<u>NCI at CLEC</u>	<u>SEC NCI at End User</u>
1. Analog Cable Pair CA/PR must be provided	LX--	04QB9.00H	02DU9.00H

RECEIVED

2004 MAY 27 PM 2:01

T.R.A. DOCKET ROOM

ARDMORE TELEPHONE COMPANY, INC.

GENERAL SUBSCRIBER SERVICES TARIFF

ARDMORE TELEPHONE COMPANY

SCHEDULE NUMBER 101

TENNESSEE

SIXTH REVISED SHEET 11

SUBSCRIBER LINE ACCESS SERVICE

McBURG, TENNESSEE

A. GENERAL

1. Except as otherwise provided, the rules and regulations contained in the Subscriber Services Tariff are made a part of this Subscriber Line Access Service Tariff.
2. The rates for subscriber line access service apply to all subscribers.
- 3.

B. LOCAL CALLING AREA

1. The rates shown in this schedule entitle subscribers in the McBurg exchange to an unlimited number of messages to all stations in the area with central office designations 732, 433, 425, 837 and 659, being the exchanges of McBurg Fayetteville, Blanche, Flintville and Petersburg, TN
2. All subscribers service is provided on a private line basis.

C. Rates

- 1.
2. For subscribers who furnish their own instrument in accordance with the provisions of this Tariff:

	<u>Business</u>	<u>Residence</u>
(a) Line access charge	\$12.61	\$9.61
Price adjustment pursuant to 2001 Public Chapter No. 195	(.34) \$ 12.27	(N)

ISSUED 9-05-03

By: Terry M. Wales
General Manager

EFFECTIVE 10-01-03

GENERAL SUBSCRIBER SERVICES TARIFF

ARDMORE TELEPHONE COMPANY

SCHEDULE NUMBER 101

TENNESSEE

SIXTH REVISED SHEET 9

SUBSCRIBER LINE ACCESS SERVICE

MINOR HILL, TENNESSEE

A. GENERAL

1. Except as otherwise provided, the rules and regulations contained in the Subscriber Services Tariff are made a part of this Subscriber Line Access Service Tariff.
2. The rates for subscriber line access service apply to all subscribers.
- 3.

B. LOCAL CALLING AREA

1. The rates shown in this schedule entitle subscribers in the Minor Hill exchange to an unlimited number of messages to all stations in the area with central office designations 565, 363, 468 and 527, being the exchanges of Minor Hill Pulaski, Elkton and Lynnville, TN.

C. Rates

- 1.
2. For subscribers who furnish their own instrument in accordance with the provisions of this Tariff:

	<u>Business</u>	<u>Residence</u>
(a) Line access charge	\$12.61	\$9.61
Price adjustment pursuant to 2001 Public Chapter No. 195	(.34) \$ 12.27	(N)

ISSUED 9-05-03

By: Terry M. Wales
General Manager

EFFECTIVE 10-01-03

GENERAL SUBSCRIBER SERVICES TARIFF

ARDMORE TELEPHONE COMPANY

SCHEDULE NUMBER 101

TENNESSEE

SIXTH REVISED SHEET 7

SUBSCRIBER LINE ACCESS SERVICE

ARDMORE, TENNESSEE

A. GENERAL

1. Except as otherwise provided, the rules and regulations contained in the Subscriber Services Tariff are made a part of this Subscriber Line Access Service Tariff.
2. The rates for subscriber line access service apply to all subscribers.
- 3.

B. LOCAL CALLING AREA

1. The rates shown in this schedule entitle subscribers in the Ardmore exchange to an unlimited number of messages to all stations in the area with central office designations 423, 427, 425, and 468, being the exchanges of Ardmore, AL and TN; Blanche, TN and Elkton, TN.
2. All subscribers service is provided on a private line basis.

C. Rates

- 1.
2. For subscribers who furnish their own instrument in accordance with the provisions of this Tariff:

	<u>Business</u>	<u>Residence</u>
(a) Line access charge	\$12.61	\$9.61

Price adjustment pursuant
to 2001 Public Chapter
No. 195

(.34)
\$ 12.27

(N)

ISSUED 9-5-03By: Terry M. Wales
General ManagerEFFECTIVE 10-01-03

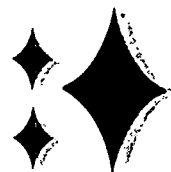
RECEIVED

2007 MAY 27 PM 2:01

T.R.A. DOCKET ROOM

BEN LOMAND RURAL TELEPHONE
COOPERATIVE, INC.

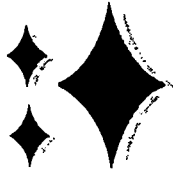
Local Calling



THE AREAS YOU MAY CALL WITHOUT CHARGE ARE LISTED IN THE BOX TO THE RIGHT OF YOUR EXCHANGE PREFIX. JUST DIAL THE SEVEN-DIGIT NUMBER.

394—	Beech Grove 394, Bell Buckle 389, Manchester 723, 728, Shelbyville 680, 684, 685, Wartrace 389
473, 474, 506, 507, 635, 668, 686, 815	Beersheba-Altamont 692, Centertown 939, Dibrell 934, McMinnville City 473, 474, 506, 507, McMinnville Rural 668, 815, Rock Island 686, Viola 635
467—	Beersheba-Altamont 692, Hillsboro 596, Laager 779, Manchester 723, 728, Monteagle 924, Pelham 467, Tracy City 592, Tullahoma 393, 454, 455, 461
596—	Hillsboro 596, Manchester 723, 728, Pelham 467, Tullahoma 393, 454, 455, 461
592, 779, 924	Beersheba-Altamont 692, Laager 779, Monteagle 924, Pelham 467, Tracy City 592
657, 738, 739, 761, 836, 837 935	Bon DeCroit 935, Doyle 657, Old Zion 761, Sparta City 836, 837, Sparta Rural 738, 739, Spencer 946
692—	Beersheba-Altamont 692, Laager 779, McMinnville City 473, 474, 506, 507, McMinnville Rural 668, 815, Monteagle 924, Rock Island 686, Tracy City 592, Viola 635
934—	Centertown 939, Dibrell 934, McMinnville City 473, 474, 506, 507, McMinnville Rural 668, 815, Rock Island 686, Viola 635
939—	Centertown 939, Dibrell 934, McMinnville City 473, 474, 506, 507, McMinnville Rural 668, 815, Rock Island 686, Viola 635, Woodbury 563, Woodland 765
946—	Bon DeCroit 935, Doyle 657, Fall Creek Falls 881 (5000 Group Only), Old Zion 761, Rock Island 686, Sparta City 836, 837, Sparta Rural 738, 739, Spencer 946

ADDITIONAL CALLING WITHOUT CHARGE: See following page for instructions on County Wide Calling.



Local Calling

COUNTY WIDE CALLING

County Wide Calling allows you to call without charge within your county other subscribers not in your local area by dialing 1 + area code + the seven-digit number.

Exceptions are as follows:

DeKalb County Subscribers in the Old Zion 761 Exchange may call without charge Smithville 597 by dialing the seven-digit number.

Marion County Subscribers in the Monteagle 924 and Tracy City 592 Exchanges may call without charge Jasper 942 by dialing 1+423+the seven-digit number. Additional County Wide Calling is provided by your interexchange carrier. Contact your carrier for details of how your county wide service is provided.

Van Buren County Subscribers in the Rock Island 686 Exchange may call without charge Spencer 946 by dialing the seven-digit number.

Paging Numbers and Cellular Services are not always included in the county where the service is provided. Check with the provider regarding any free county wide services available.

Pay Phones are excluded from County Wide Calling.

HEARING AND SPEECH IMPAIRED

Local Calling and Calls Inside Tennessee

Tennessee Dual Party Relay Center

TDD (hearing & speech impaired customers) . . . Toll Free Dial "1" & Then 800 848-029

Voice (hearing customers) Toll Free Dial "1" & Then 800 848-029

Or 7-1-

Calls Outside Tennessee

Toll Free Dial "1" & Then. 800 848-115

AGREEMENT FOR FACILITIES RENTAL

This agreement, made as of the 12th day of September, 1991, by and between BEN LOMAND RURAL TELEPHONE COOPERATIVE, INC., a Tennessee nonprofit cooperative corporation, authorized to transact business in the State of Tennessee with offices at McMinnville, Tennessee 37110 (hereinafter referred to as "Ben Lomand") and ADVANTAGE CELLULAR SYSTEMS, INC., a Tennessee corporation authorized to transact business in the State of Tennessee with offices at Alexandria, Tennessee 37012, (hereinafter referred to as "Advantage Cellular");

WITNESSETH:

WHEREAS, Advantage Cellular provides or proposes to provide mobile telephone service in parts of the Ben Lomand Rural Telephone Cooperative, Inc. area and has requested that Ben Lomand furnish certain special access circuits to enable them to provide such service;

WHEREAS, Advantage Cellular desires a 48 month contract for special access circuits at the various locations set out herein, and has agreed to pay a monthly rental for the facilities owned by Ben Lomand, such amounts are also specified herein;

WHEREAS, in addition to the amounts set out for facilities rental a nonrecurring installation charge per special access circuit as well as a use per minute usage rate with a minimum monthly rental charge all as set out in this contract herein will be paid by Advantage Cellular to Ben Lomand;

WHEREAS, construction of facilities to the cell sites are necessary to enable Ben Lomand to grant to Advantage Cellular the use of such special access circuits for the purposes set out herein;

NOW, THEREFORE, in consideration of the provisions, terms, and conditions contained herein, Advantage Cellular and Ben Lomand do mutually covenant and agree as follows:

1. Subject to the provisions of this Agreement, Ben Lomand will furnish certain special access circuits to Advantage Cellular at the terms and rates as specified herein, to enable Advantage Cellular to provide mobile telephone service in parts of the Ben Lomand service area.

2. Said facilities to be furnished to Advantage Cellular by Ben Lomand are or will be located at the following four sites: Dibrell, Old Zion, Gum Springs Mountain, and Harrison Ferry.

3. This agreement for the rental of each of said facilities shall be for a forty-eight (48) month period, for terms as set out in Sections 5, 6, 7, and 8 below, the dates to be inserted by the parties and initialed by their duly authorized representative.

4. A nonrecurring installation charge for these circuits will be Three Hundred Twenty-seven and NO/100 Dollars (\$327.00) per special access circuit to be paid by Advantage Cellular and in addition thereto Ben Lomand will be paid a use per minute usage rate with a minimum monthly rental charge as set out herein.

5. The monthly rental rate for facilities located at the Harrison Ferry site for a 48 month period is One Thousand Forty-one and 15/100 Dollars (\$1,041.15) payable in advance commencing on the 25th day of October, 1991, and ending at midnight on the 24 th day of October, 1995.

6. The monthly rental rate for facilities located at the Dibrell site for a 48 month period is Four Hundred Twenty-one and 81/100 Dollars (\$421.81) payable in advance commencing on the 25 th day of October, 1991, and ending at midnight on the 24 th day of October, 1995.

7. The monthly rental rate for facilities located at the Old Zion site for a 48 month period is Five Hundred Fifty-one and 32/100 Dollars (\$551.32) payable in advance commencing on the _____ day of _____, 1991, and ending at midnight on the _____ day of _____, 1995.

8. The monthly rental rate for the facilities located at the Gum Springs Mountain site for a 48 month period is One Thousand Seventy-one and 45/100 Dollars (\$1,071.45) payable in advance commencing on the _____ day of _____, 1991, and ending at midnight on the _____ day of _____, 1995.

9. The monthly rental rate for the facilities at all four sites is payable on the first day of each and every month, after the initial monthly payment. All bills provided to Advantage Cellular by Ben Lomand are due 31 days after the bill day or the next bill date whichever is the shortest interval and will be payable in immediately available funds. If no payment is received by the payment date or if a payment or any portion of a payment is received by Ben Lomand after the payment date or if a payment or any portion of payment is received by Ben Lomand in funds which are not immediately available to Ben Lomand, then a late penalty shall be due to Ben Lomand. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- (a) the highest interest rate (in decimal values) which may be levied by law for commercial transactions compounded daily by the number of days from the payment date to and including the date that Advantage Cellular actually makes the payment to Ben Lomand

or

- (b) .000590 per day compounded daily for the number of days from the payment date to and including the date that Advantage Cellular actually makes the payment to Ben Lomand.

10. The per minute usage rate of .0234 for originating usage will be used to calculate the charge to Advantage Cellular subject to a minimum monthly usage charge of One Hundred Thirty-nine and NO/100 Dollars (\$139.00) per month per circuit. This is based on 3300 calls per month of 1.8 minutes duration. The said \$139.00 per month per circuit is for line haul only to Ben Lomand's connection point with other carriers. It being expressly understood and agreed that Advantage Cellular must

negotiate agreements and/or settlements with other carriers for lines and EAS services in their area. This does not include any settlements that may be necessary with other telephone companies for EAS to their areas. This rate would be applicable for one year from the date this contract is entered into. The rate may be renegotiated at least two months prior to the time the first or any subsequent year term shall expire and reduced to writing and made an addendum to this agreement.

11. The block of numbers will be charged according to Ben Lomand's regular tariff rates as may be changed from time to time.

12. This agreement shall not be assigned in whole or in part, either directly or indirectly, by either party, without the written consent of the other party hereto in each case first having been obtained.

13. All rates quoted herein only reflect Ben Lomand's charges and not those of any other local exchange company. Further, Ben Lomand is not responsible for any settlement with any other company.

14. In the event of trouble call out of Ben Lomand's repair personnel by Advantage Cellular. Ben Lomand's tariff, miscellaneous service charge, shall apply which is National Exchange Carrier Association FCC Tariff No. 5 Section 13.

15. This contract and any addendums hereto set forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. This agreement covers and includes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement
at Ben Lomand Telephone Board Meeting, on the 12th day of
September, 1991.

BEN LOMAND RURAL TELEPHONE
COOPERATIVE, INC.

By: Joe C. Roper
Joe C. Roper, President

ATTEST:

M. Troop
J. R. Troop, Secretary

ADVANTAGE CELLULAR SYSTEMS, INC.

By: Joseph F. Crosby
President

ATTEST:

James C. Hale
Secretary

AGREEMENT FOR REVERSE BILLING

This agreement, made as of the 30th day of July, 1996,
by and between BEN LOMAND RURAL TELEPHONE COOPERATIVE, INC.
a Tennessee nonprofit cooperative corporation, authorized to transact
business in the State of Tennessee with offices at McMinnville,
Tennessee 37110 (hereinafter referred to as "Ben Lomand") and
CELLULARONE, A Tennessee corporation authorized to transact business
in the State of Tennessee with offices at Nashville, Tennessee 37203,
(hereinafter referred to as "Cellularone");

WITNESSETH:

WHEREAS, Cellularone provides or proposes to provide mobile
telephone service in parts of the Ben Lomand area and has requested
that Ben Lomand provide reverse billing to certain mobile NXX's for
landline to mobile calls in certain landline exchanges;

NOW, THEREFORE, in consideration of the provisions, terms, and
conditions contained herein, Cellularone and Ben Lomand do mutually
covenant and agree as follows:

1. A nonrecurring installation charge of \$2800.00 will be paid
by Cellularone to Ben Lomand.
2. The rate paid by Cellularone to Ben Lomand per access minute
of use will be .11964. This includes the cost of terminating the call
over the BellSouth network. Ben Lomand will be responsible for
reimbursing BellSouth for their applicable charges.

3. At this time, the service only provides reverse billing for those exchanges that are served by Ben Lomand and that are EAS to the Ben Lomand 738 Sparta Rural exchange. It does not include those exchanges served by Citizens Telecom that are EAS to the 738 exchange.

4. The rates and provisioning of this service may be changed or canceled with 90 days written notice by either party.

The usage charges will be billed in arrears to Cellularone by Ben Lomand on a monthly basis. All bills provided to Cellularone by Ben Lomand are due 31 days after the bill day or the next bill date whichever is the shortest interval and will be payable immediately in available funds. If no payment is received by the payment date or if a payment or any portion of a payment is received by Ben Lomand after the payment date or if a payment or any portion of payment is received by Ben Lomand in funds which are not immediately available to Ben Lomand, then a late penalty shall be due to Ben Lomand. The late payment penalty shall be the payment or the portion of the payment not received by the payment date times a late factor. The late factor shall be the lessor of:

(a) the highest interest rate (in decimal values) which may be levied by law for commercial transactions compounded daily by the number of days from the payment date to and including the date that Cellularone actually makes the payment to Ben Lomand
or

(b) .000590 per day compounded daily for the number of days from the payment date to and including the date that Cellularone actually makes the payment to Ben Lomand.

5. This agreement shall not be assigned in whole or in part, either directly or indirectly, by either party, without the written consent of the other party hereto in each case first having been obtained.

6. This contract and any addendums hereto set forth all the covenants, provisions, agreements, conditions and understandings , either oral or written, between them other than herein set forth. This agreement covers and includes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at Nashville , on the 9th day of December, 1996.

Signed:

LeRoy Knowles

General Manager for
Ben Lomand Rural Telephone Coop., Inc.

July 30, 1996
Date

Gail Woodlee

Witness

Stephen R. Cook
for Cellularone

12/9/96
Date

Matthew T. Kelly
Witness

12/9/96
Date

Gail Woodlee

From: Ken Jones [fuzz@blomand.net]
Sent: Friday, May 21, 2004 10:18 AM
To: Gail Woodlee
Subject: FW: trading partner info.



BLC profile.doc



BLRTC profile.doc

-----Original Message-----

From: Ken Jones [mailto:fuzz@blomand.net]
Sent: Wednesday, May 19, 2004 8:51 AM
To: Daniel Harrod
Subject: RE: trading partner info.

Dan,

Here is information I have been providing. Let me know if you need anything else.

Ken

-----Original Message-----

From: Daniel Harrod [mailto:Daniel.Harrodd@syniverse.com]
Sent: Wednesday, May 19, 2004 8:39 AM
To: 'Ken Jones'
Subject: RE: trading partner info.

I do have the SPID's for your company but I was wondering if you have a Trading Partner profile for Ben Lomand. Also, I will include a link to our website that has a survey on it that you could fill out in case you do not have a Trading Partner profile. The survey will give us the information that we are looking for so that we can certify Ben Lomand in our SOA system that way our clients can be configured to trade with Ben Lomand.

http://www.syniverse.com/content.cfm?section_id=4&page_id=72

Thanks

Dan Harrod
LSR Analyst
Syniverse Technologies
daniel.harrod@syniverse.com <mailto:daniel.harrod@syniverse.com>
813-739-6326

-----Original Message-----

From: Ken Jones [mailto:fuzz@blomand.net]
Sent: Wednesday, May 19, 2004 9:19 AM

To: daniel.harrod@syniverse.com
Subject: trading partner info.

Dan,

Just checking to make sure you have our TTP information for Ben Lomand
Telephone and BLC Communications.
Our spids are 4586 for BLC Communications and 0553 for Ben Lomand Telephone.

Thanks
Ken Jones
Network Operations
931-668-4131 ext 516

TRADING PARTNER PROFILE (TPP)
Ben Lomand Telephone

SECTION 1: INITIAL SET-UP

A. GENERAL TRADING PARTNER INFORMATION

O P E R A T I O N S	Item	Ben Lomand Telephone	
	Company Name	Ben Lomand Telephone	
	Wireless or Wireline	Wireline	
	Operating Company No. (OCN)	0553	
	Service Provider ID (SPID)	0553	
Port Order Acceptance/Process:			
	Monday – Friday	Ben Lomand Telephone will accept and process port orders from 8:00 AM to 4:30 PM CST No Requests/Responses will be accepted or processed beyon stated hours	
	Saturday - Sunday	NONE	
	Holidays	NONE	

B. PORT RESOLUTION CENTER

Item	Ben Lomand Telephone	
Port Resolution Center:		
Primary contact name	Jame Winningham	
Contact Description	Port Resolution Center	
Wireline	931-668-6695	
Wireless		
Phone Number (Customer Support)	931-507-0581	
FAX Number	931-507-1999	
Email address	wirelessport@blomand.net	
Hours of Operations support:		
Monday – Saturday	8 00 a.m to 5 00 p.m CT	
Sunday	None	
Holidays	None	

Primary Contact Name	Jame Winningham	
Title		
Address	311 N. Chancery St	
City	McMinnville	

State	Tn	
Zip	37110	
Work Phone Number	931-668-6695	
Mobile Number		
Fax	931-507-1999	
E-Mail Address	blcjamie@blomand.net	
Technical Contact Name	Ken Jones / Trent Carr	
Title		
Address	311. N. Chancery St	
City	McMinnville	
State	Tn	
Zip	37110	
Work Phone Number	931-668-1993	
Mobile Number		
Fax	931-668-3810	
E-Mail Address	fuzz@blomand.net meadows@blomand.net	

**Ben Lomand Telephone will test with you upon your request.
Please contact technical contacts to begin testing process.**

Gail Woodlee

From: Ken Jones [fuzz@blomand.net]
Sent: Friday, May 21, 2004 10 18 AM
To: Gail Woodlee
Subject: FW: Trading Partner Profile
Importance: High
Sensitivity: Confidential

-----Original Message-----

From: Ken Jones [mailto:fuzz@blomand.net]
Sent: Tuesday, May 18, 2004 2:21 PM
To: Miranda Griffith
Cc: rschlimmer@blomand.net; Gail Woodlee; Levoy Knowles
Subject: RE: Trading Partner Profile
Importance: High
Sensitivity: Confidential

Miranda,

Find attached our TTP for both Ben Lomand Communications and Ben Lomand Telephone

We are ready to test with you at your leisure

We have direct trunks from your METSO to our MMRLTNXA94T access tandem. We prefer to route traffic to you via these trunks

Please feel free to contact one of the enclosed technical contact numbers to discuss any issues

Ken Jones
Network Operations
Ben Lomand Rural Telephone / Ben Lomand Communications

931-668-1993

-----Original Message-----

From: Miranda Griffith [mailto:mindy@advantagecell.com]
Sent: Monday, May 17, 2004 3:58 PM
To: fuzz@blomand.net
Subject: Trading Partner Profile

Do you have a soft copy of your TPP that you could e-mail to us? If so, would you please do so?

Thanks

Mindy Griffith
Advantage Cellular Systems, Inc.
800-772-8645

Gail Woodlee

From: Ken Jones [fuzz@blomand.net]
Sent: Friday, May 21, 2004 10:20 AM
To: Gail Woodlee
Subject: FW: Trading partner profile for Ben Lomand Telephone / BLC Communications



BLC SPRINT doc



BLT SPRINT doc

-----Original Message-----

From: Ken Jones [mailto:fuzz@blomand.net]
Sent: Monday, May 03, 2004 8:49 AM
To: SPCSWNPPartners@sprintspectrum.com
Cc: blcjamie@blomand.net; Gail Woodlee
Subject: Trading partner profile for Ben Lomand Telephone / BLC Communications

TRADING PARTNER PROFILE (TPP)
Ben Lomand Telephone

SECTION 1: INITIAL SET-UP

A. GENERAL TRADING PARTNER INFORMATION

O P E R A T I O N S	Item	Ben Lomand Telephone	<Trading Partner>
	Company Name	Ben Lomand Telephone	
	Wireless or Wireline	Wireline	
	Operating Company No. (OCN)	0553	
	Service Provider ID (SPID)	0553	
Port Order Acceptance/Process:			
	Monday – Friday	Ben Lomand Communications will accept and process port orders from 8:00 AM to 4:30 PM CST No Requests/Responses will be accepted or processed beyon stated hours	
	Saturday - Sunday	NONE	
	Holidays	NONE	

B. PORT RESOLUTION CENTER

Item	BLC COMMUNICATIONS	<Trading Partner>
Port Resolution Center:		
Primary contact name	Jamie Winningham	
Contact Description	Port Resolution Center	
Wireline	931-668-6695	
Wireless		
Phone Number (Customer Support)	931-507-0581	
FAX Number	931-507-1999	
Email address	wirelessport@blomand.net	
Hours of Operations support:		
Monday – Saturday	8.00 a.m. to 5 00 p.m. CT	
Sunday	None	
Holidays	None	

Primary Contact Name	Jamie Winningham	
Title		
Address	311 N. Chancery St.	
City	McMinnville	

State	Tn	
Zip	37110	
Work Phone Number	931-668-6695	
Mobile Number		
Fax	931-507-1999	
E-Mail Address	blcjame@blomand net	
Technical Contact Name	Ken Jones / Trent Carr	
Title		
Address	311 N. Chancery St	
City	McMinnville	
State	Tn	
Zip	37110	
Work Phone Number	931-668-1993	
Mobile Number		
Fax	931-668-3810	
E-Mail Address	fuzz@blomand net / meadows@blomand net	

**Ben Lomand Telephone will test with you upon your request.
Please contact technical contacts to begin testing process.**

TRADING PARTNER PROFILE (TPP)

(Porting between the wireless division of Sprint PCS and Ben Lomand Rural Telephone)

Purpose: The purpose of the Trading Partner Profile is to exchange contact and connectivity information required to port with the wireless division of Sprint. There are two sections to the profile:

- **Initial Set-Up:** How to establish porting with the wireless division of Sprint as a Trading Partner.
- **Porting Business & Support Information:** What information is required for optimal customer port experience?

For telecommunications companies who want to establish porting relationships with Sprint's wireless division, please visit www.sprintpcs.com/carrierwlnp

For questions regarding the Trading Partner Profile, please send e-mail to:
SPCSWNPPartners@sprintspectrum.com

If you wish to learn more about porting with the wireline division of Sprint, please visit the Sprint LTD Wholesale Center: <https://www.sprintbmo.com/bizpark/localwholesale/html/index.html>

SECTION 1: INITIAL SET-UP

A. GENERAL TRADING PARTNER INFORMATION

O P E R A T I O N S	Item	Sprint	<Trading Partner>
	Company Name	Sprint PCS	Ben Lomand Rural Telephone
	Wireless or Wireline	Wireless	Wireline
	Operating Company No. (OCN)	Refer to list of Sprint OCNs (page 3)	0553
	Administrative OCN	6664	G029
	Service Provider ID (SPID)	6664	0553
	LSMS SPID (Can be SS7 provider)	0341	X
	LSR Version ID	Industry supported, prefer LSOG 5	X
	FOC Version ID	Industry supported, prefer LSOG 5	X
	WICIS Version ID	Current Industry Standard	X
	Short or Long NPAC Concurrence Timers	Short Concurrence Timers	X
	Port Order Acceptance/Process:		
	Monday – Saturday	Sprint will accept and process port orders from 5:30 AM to 1:29 AM CT No Requests/Responses will be accepted or processed from 1 30 AM to 5 29 AM CT	8 00 AM to 5 00 PM CST Mon - Fri NO SATURDAY OPERATIONS
	Sunday	Sprint will accept and process port orders from 8:00 AM CT to 11:59 PM CT No Requests/Responses will be accepted or processed from Midnight to 7 59 AM CT	NO PORTS ACCEPTED OR PERFORMED
	Holidays	Sprint PCS will accept and process port orders on all Holidays based on processing hours outlined above	ALL NO PORTS ACCEPTED OR PERFORMED

B. PORT RESOLUTION CENTER

Sprint is available to support error/reject resolution subject to the following:

Item	Sprint	<Trading Partner>
Port Resolution Center:		
Primary contact name	Port Resolution Center	Jamie Winningham
Contact Description	Port Resolution Center	
LNP Carrier Support **		
Wireline	(866) 657-6843	
Wireless	(866) 597-1469	
Phone Number (Customer Support)	888-211-4727 or Dial *2 from Sprint PCS handset.	931-668-6695
FAX Number	N/A	X
Email address	N/A	BLCJAMIE@BLOMAND NET
Hours of Operations support:		
Monday – Saturday	7 00 a m to 11 59 p m CT	8:00 AM - 5 00 PM CST NO SATURDAY OPERATIONS
Sunday	10.00 am to 10 00 p m CT	NONE
Holidays	Sprint's PRC is open on all Holidays based on the above Hours of Operation	CLOSED ON ALL HOLIDAYS

****Note:** Sprint's PRC (Port Resolution Center) is for Carrier port process support. Sprint PCS End-user customers requiring assistance should continue to call SPCS Customer Care at 888-211-4727 or dial *2 from their Sprint PCS handset.

C. WLNP CARRIER ACCOUNT MANAGER

This is the Carrier point-of-contact for establishing a porting relationship with Sprint PCS, as well as ongoing porting account management. This contact information should NOT be shared with your Port Resolution Center.

Item	Sprint	<Trading Partner>
Carrier Point of Contact	Please send completed Trading Partner Profile to the following e-mail address: <u>SPCSWNPPartners@sprintspectrum.com</u> Once received, a Carrier Account Manager will be assigned	Ben Lomand Rural Telephone
Primary Contact Name		Levoy Knowles
Title		CEO
Address		311 N. Chancery St
City		McMinnville
State		Tennessee
Zip		37110
Work Phone Number		931-668-4131
Mobile Number		X
Fax		X
E-Mail Address		X
Alternate Contact Name		Gail Woodlee
Title		Comptroller
Address		311 N. Chancery St
City		McMinnville
State		Tennessee
Zip		37100
Work Phone Number		931-668-4131
Mobile Number		X

Fax		X
E-Mail Address		gwoodlee@blomand.net

D. SPIDs/OCNs

Please list all OCNs for all SOA and LSMS SPID combinations.

Sprint OCNs for SOA SPID of 6664 and LSMS SPID of 0341:

OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:
4058	4060	4061	4064	4065	4066	4098	4099
6032	6664	6982	8440	8441	8442	8443	8444
8445	8446	8447	8448	8449	8450	8451	8452
8453	8454	8455	8456	8457	8458	8459	8460
8461	8462	8463	8564	8566	8567	8568	8570
8571	8572	8574	8575				

Trading Partner OCNs for SOA SPID of "X" and LSMS SPID of "A":

NOTE: Please list all OCN's per NPAC SOA SPID. If you have more than one SOA SPID, please indicate which OCN's belong to each.

OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:

Trading Partner OCNs for SOA SPID of "X" and LSMS SPID of "B":

OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:

Trading Partner OCNs for SOA SPID of "Y" and LSMS SPID of "C":

OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:

E. CONNECTIVITY

Do you have an agreement with a Clearinghouse vendor or Service Bureau? If YES, please provide the vendor name and contact information.

C O N N E C T I V I T Y	Item	Sprint	<Trading Partner>
	Sprint has an agreement with TSI as the clearinghouse for the connectivity and transmission of port requests between TSI and Trading Partners TSI contact information is as follows		
	Vendor Name	TSI	Verisign
	Contact Name	Network Operations Center	
	Contact description	Network Operations Center	
	Phone number #1	800-892-2888	
	Phone number #2	813-273-3440	
	FAX number	813-273-3570	
	Email address	Netops@tsiconnections.com	
	Other	Hotline@tsiconnections.com	

If NO Clearinghouse or Service Bureau, please provide contact information for Connectivity.

C O N N E C T I V I T Y	Item	Sprint	<Trading Partner>
	Sprint has an agreement with TSI as the clearinghouse for the connectivity and transmission of port requests between TSI and Trading Partners TSI contact information is as follows		
	Contact name	N/A	
	Contact description	N/A	
	Phone number #1	N/A	
	Phone number #2	N/A	
	FAX number	N/A	
	Email address	N/A	
	Other	N/A	

F. TRANSPORT MODE

This following sections marked in RED are required only if Trading Partner is **NOT** using a Clearinghouse vendor or Service Bureau for connectivity & transmission of port requests

F A X	Item	Sprint	<Trading Partner>
	Porting Method:		
	FAX number	Machine-fill forms 813-739-6201 Hand-filled forms 813-739-6202	<input checked="" type="checkbox"/>
	Backup FAX number	N/A	

O T H E R	Item	Sprint	<Trading Partner>
	Porting Method Primary, Secondary, N/A		E-Mail wirelessporting@blomand.net
	Other Communication Requirements	IBM MQ Websphere 5 2/5 3 Exchange Queue Name, Queue Manager, and a channel	

G. INTER-CARRIER TEST SCHEDULING

For Pre or Post Launch Inter-Carrier Test Scheduling, please send e-mail request to:
SPCSWNPPartners@sprintspectrum.com

Please provide testing contact information

	Item	Sprint	<Trading Partner>
	Name		<input checked="" type="checkbox"/>
	Phone (Work)		<input checked="" type="checkbox"/>
	Phone (Mobile)		<input checked="" type="checkbox"/>
	FAX number		<input checked="" type="checkbox"/>
	Email address		<input checked="" type="checkbox"/>

Technical Issues, testing contact

Ken Jones
Fuzz@blomand.net
931-668-1993

OR

Trent Carr
meadows@blomand.net
931-668-1993

SECTION 2: PORTING BUSINESS & SUPPORT INFORMATION

A. INFORMATION REQUIRED FOR LOGGING TROUBLE TICKETS WITH SPRINT'S PORT RESOLUTION CENTER (PRC)

- Customer name and organization
- Full description of the issue and expected results
- Steps to reproduce the issue and relevant data
- All applicable issue, log, and system files
- Any special circumstances surrounding the discovery of the issue (e.g., first occurrence or occurred after what specific event)
- Customer's business impact of problem and suggested priority for resolution.

B. PORT-OUT VALIDATION EDITS

Sprint will edit on the following fields (as agreed to by the Industry during a Conference Call held by CTIA in December, 2004):

- Zip Code
- SSN or Tax ID or Acct. No.
- MDN
- A password or pin number, as required

<Trading Partner>:

- TBD

C. PORTING BUSINESS RULES

Sprint PCS:

- **Single-TN Ports** – Sprint PCS will accept only single line ports. Multiline ports must be submitted as multiple single line ports
- **Resellers** – Sprint PCS will accept port requests on behalf of our resellers, however all validation is based on the resellers' processes
- **WICIS/LSOG Sunrise/Sunset** – Sprint PCS will support multiple WICIS/LSOG versions during the sunrise/sunset period. The length of time will be consistent with industry guidelines.
- **NPAC regions supported** – Sprint PCS will support all USA NPAC regions where SPCS does business.
- **Maintenance** – Maintenance hours will adhere to NPAC maintenance hours. All other porting systems will adhere to Sprint PCS's published ICP business hours

<Trading Partner> :

- TBD

D. AFFILIATES AND RESELLERS

Sprint PCS:

- **Sprint PCS Affiliates**
 - Airgate PCS
 - Alamosa PCS
 - Enterprise Communications
 - Gulf Coast Wireless
 - Horizon
 - Illinois PCS (iPCS)
 - Northern PCS
 - Shentel
 - Swiftel Communications
 - UbiquiTel
 - US Unwired
- **Sprint PCS Resellers (Telephone contact information is available on request)**
 - Excel Telecommunications (a k a , Vartec)
 - Inphonic (a k a , Liberty Wireless, Star Number
 - Mosaic (a k a , Tranzact)
 - Phonetec
 - Qualcomm
 - Qwest
 - Telco
 - Telispire (a k a , Zefcom)
 - U-Mobile
 - Virgin Mobile USA
 - Wherify Wireless
 - Wireless Retail, Inc (a k a , Airlink Mobile)
 - Working Assets

<Trading Partner>:

- **<Trading Partner> Affiliates**
 - Tbd
- **<Trading Partner> Resellers**
 - Tbd

The parties agree that information contained in the Trading Partner Profile is operational in nature and subject to change. The parties agree to make every effort to give the other party 30 days notice of any changes to its information.

Gail Woodlee

From: Ken Jones [fuzz@blomand.net]
Sent: Friday, May 21, 2004 10 19 AM
To: Gail Woodlee
Subject: FW: trading partner info



Copy of Nextel WLNP
Trading Pa



Copy of Nextel WLNP
Trading Pa

-----Original Message-----

From: Ken Jones [mailto:fuzz@blomand.net]
Sent: Thursday, May 13, 2004 9:52 AM
To: david.deng@nextel.com
Subject: trading partner info

-----Original Message-----

From: Deng David-Contractor [mailto:David.Deng@Nextel.com]
Sent: Thursday, March 04, 2004 3:52 PM
To: lknowles@blomand.net
Subject: Request for information exchange

Hi,

Per my conversation with your customer service rep, I am sending you a template with Nextel's SPID and other LNP related information. In return, please fill out section 2 of the same template and send it back to me in order for us to prepare for port transactions between Nextel and your company.

Thank you very much.

<<Nextel WLNP Trading Partner Profile.xls>>

David Deng
BSIM WNP Implementation Group
Documentation and Process Lead, WNP PMO Porting War Room

703 707 5215 (desk)
571 228 8789 (Mobile)
Herndon (336), Cube 4018
david.deng@Nextel.com

David,

Here is the information you have requested.
If I have previously sent it to you please replace any prior information with these documents.

Ben Lomand Communications will test with you as required. We would like a few days to schedule the testing and work out any issues with our SOA. Our SOA is provided by Verisign.

Please contact Ms. Jamie Winningham for any details to be worked out regarding format and information exchange.

Feel free to contact myself or Tent Carr (meadows@blomand.net) for any technical issues.

Thanks
Ken Jones
Network Operations
Ben Lomand Telephone ? BLC Communications
931-668-1993

WLNP Trading Partner Form



Telecommunication Services Inc.

SECTION 1 - Nextel Information

SPID(s)	6232
SPID NAME	Nextel
Type of Carrier	Wireless
Porting Center/Fallout Mgmt. Center Contact Name	Nextel Number Portability Center (NNPC)
Porting Center/Fallout Mgmt. Center Contact Number	1 877 229 3300
WLNP Primary Escalation Contact Name	Jim King
WLNP Primary Escalation Phone Number	404 391 7536
WLNP Primary Escalation Contact e-mail address	Jim.King@Nextel.com
Porting Method	Clearinghouse
Porting Method additional info	TSI Fax Hotline - 1 888 338 7678, TSI Fax (Machine Filled) - 813 739 6201, TSI Fax (Hand Filled) - 813 739 6202, LSR Hotline - 813 739 6350

SECTION 2 - Trading Partner Information

SPID	0553
SPID NAME:	Ben Lomand Rural Telephone
Type of Carrier:	Wireline LEC
Porting Center/Fallout Mgmt. Center Contact Name	<i>This field identifies the name of functional area that supports fallout associated with porting</i>
Porting Center/Fallout Mgmt. Center Contact Number	<i>The field identifies the number of the functional area that supports fallout associated with porting</i>
WLNP Primary Escalation Contact Name	Ms Jamie Wunningham
WLNP Primary Escalation Phone Number	931-668-6695
WLNP Primary Escalation Contact e-mail address	blcj Jamie@blomand.net
Porting Method	e-mail wirelessport@blomand.net
Port Method Additional Info.	fax 931-507-003

Gail Woodlee

From: Ken Jones [fuzz@blomand.net]
Sent: Friday, May 21, 2004 10:26 AM
To: Gail Woodlee
Subject: FW AT&T Wireless-Ben Lomand LNP Carrier Profile
Importance: High

-----Original Message-----

From: Ken Jones [mailto:fuzz@blomand.net]
Sent: Monday, April 26, 2004 2:35 PM
To: Gail Woodlee
Subject: FW: AT&T Wireless-Ben Lomand LNP Carrier Profile
Importance: High

Gail,
I have populated the areas of this form that I am familiar with.

I have also generated one for BLT.
Terri says that our information should be in the NPAC by May 3, 2004

There are some issues that we should address.

One is the Business Porting Rules section
It will be up to us to define our process on this issue

Porting Validation Standards section.
This section should also be defined by us concerning what we will use for authorization and so on

There is also suggestion that I feel I should make.

Currently port requests are e-mailed to Jamie at BLCJamie@blomand.net In her absence Carol Grandy handles this process

The Frontier contact that Jamie deals with knows to send this information to Carol when Jamie is away
I think that when we start dealing with numerous companies that this may not work too well

I suggest that we set up another e-mail address such as porting@blomand.net (e-mail only) that this information is to be sent to By doing this both Jamie and Carol can access this account when one of them is not able to be here and would provide a much simpler way of other companies sending data with a much less chance that a order could fall through the crack. I also think there are several faxes that bounce back and forth thru this process also

If I can answer any more questions or help to resolve the issues please let me know
I am still hoping to hear something on the routing issues from someone.

Thanks
Ken

Completed forms replace the original

-----Original Message-----

From: Gail Woodlee [mailto:gwoodlee@blomand.net]
Sent: Friday, April 23, 2004 12:23 PM

To: fuzz@blomand.net

Subject: FW: AT&T Wireless-BenLomand LNP Carrier Profile

Ken,

Here is the form

Gail

-----Original Message-----

From: Neuberger Jan [mailto:jan.neuberger@attws.com]

Sent: Thursday, April 22, 2004 1:39 PM

To: gwoodlee@blomand.net

Subject: AT&T Wireless-BenLomand LNP Carrier Profile

Dear Gail,

Attached is a Trading Partner Profile we discussed yesterday which will provide AT&T Wireless Services ("AWS") and Ben Lomand Rural the information necessary to facilitate the successful implementation and ongoing operational support of Local Number Portability. This Trading Partner Profile will document the roles, responsibilities, technical requirements, escalation points, and expectations of AWS and Ben Lomand Rural in a portability environment.

As you know, the Federal Communications Commission (FCC) has mandated nationwide porting to begin on May 24, 2004. In order to comply with this mandate, it is imperative for carriers to exchange the information requested in the Trading Partner Profile.

If you have any questions regarding this document, please let me know. Thank you in advance for your quick response.

Jan Neuberger
LNP Project Manager
AT&T Wireless, Inc.

(425) 288-8550 (office)
(206) 601-1551 (wireless)
jan.neuberger@attws.com

<<AWS-Ben Lomand TPP DOC>>

**Trading Partner Profile for Porting
for AT&T Wireless Services, Inc. (AWS)
and Ben Lomand Rural**

CONTACT	Item	Ben Lomand Rural	AT&T Wireless
	Effective Date		
	Primary contact name	Levoy Knowles	Porting Administration Group (PAG)
	Contact description	CEO	
	Phone number #1	931-668-4131	800-243-6530
	Phone number #2		
	FAX number	931-668-6646	800-627-6054
	Email address	lknowles@blomand.net	Aws_porting.admin@attws.com
	Other		
	Note #1: For AWS, the above "primary contact" is the first point of contact for porting resolution issues		
	Note #2: For AWS, the "secondary contact" below is the first point of contact for issues directly related to the network (switch to switch interface). An example of a network issue would be the misrouting of LRNs from one switch to another.		
	Secondary contact name	Ken Jones / Trent Carr	Wireless Network Control Center (WNCC)
	Contact description	Network operations	
	Phone number #1	931-668-1993	800-832-6662 option 4
	Phone number #2		N/A
	FAX number	931-668-3810	N/A
	Email address	fuzz@blomand.net meadows@blomand.net	
	Other		

OPERATIONS	Item	Ben Lomand Rural	AT&T Wireless
	... Common ...		
	Operating Company No (OCN)	0553	6010
	Administrative OCN	G029	6010
	Wireless or Wireline	Wireline	Wireless
	Holiday Days (mm/dd/yy)	All legal observed	Thanksgiving, only
	Holiday time begin (hh mm)	Standard close on business day before	Standard close on business day before
	Holiday time end (hh mm)	Standard open on business day after	Standard open on business day after
	NPAC Timer (Long or Short)		Long - T1/T2 9 hours
	... for Test ...		
	Service Provider ID (SPID)	0553	6010
	LSMS SPID	0553	6010
	LSR Version ID		LSOG 5 or Higher
	FOC Version ID		LSOG 5 or Higher
	WICIS Version ID		2.0 1
	Time Zone (PT, MT, CT, ET)	CT	CT
	Business days (Sun, Mon, etc)	Monday through Friday	Monday through Sunday
	Business day begin (hh:mm)	8 00 AM CT Monday through Friday	7 00 AM CT Monday through Saturday 9 00 AM CT Sunday

Business day end (hh mm)	5 00 PM CT Monday through Friday	11 00 PM CT Monday through Saturday 9 00 PM CT Sunday
... for Production ...		
Service Provider ID (SPID)	0553	6010
LSMS SPID	0553	6010
LSR Version ID		LSOG 5 or Higher
FOC Version ID		LSOG 5 or Higher
WICIS Version ID		2 0.1
Time Zone (PT, MT, CT, ET)	CT	CT
Business days (Sun, Mon, etc)	Monday - Friday	Mon-Sat 7:00 (CT) to 23 00
Business day begin (hh mm)	8 00 AM CT	Sun 9.00 (CT) to 21 00
Business day end (hh mm)	5 00 PM CT	
Fallout Time Zone (PT, MT, CT, ET)	CT	CT
Fallout Bsn days (Sun, Mon, etc)		Mon-Sat 7 00 (CT) to 23:00
Fallout Bsn day begin (hh mm)		Sun 9.00 (CT) to 21:00
Fallout Business day end (hh:mm)		

C O R B A	Item	Ben Lomand Rural	AT&T Wireless
	... for Test ...		
	Porting Method Primary, Secondary, N/A		Connect, via NeuStar
	ICP Package/Application ("send to")		63 251 103 172
	ICP Physical Server ("receive from")		63 251 103 172
	Failover ICP Server		
	SOA Application		
	SOA Server		
	Failover SOA Server		
	Application Port Information		30051
	Naming Service / IOR		IOR
	DLCI		N/A
	LDAP Provider		N/A
	Security Requirements		Follow the WICIS 2.0 1
	Firewall Requirements		
	SSL Requirements		
	Proprietary Requirements		
	Service IDL version		2.3
	Implementation OMG standard compliant?		Yes
	... for Production ...		

	Porting Method Primary, Secondary, N/A		Connect, via NeuStar
	ICP Package/Application ("send to")		66.150.123 71
	ICP Physical Server ("receive from")		66.150 123 71
	Failover ICP Server		
	SOA Application		
	SOA Server		
	Failover SOA Server		
	Application Port Information		20059
	Naming Service / IOR		IOR
	DLCI		
	LDAP Provider		N/A
	Security Requirements		WICIS 2 0 1
	Firewall Requirements		
	SSL Requirements		
	Proprietary Requirements		
	Service IDL version		2 3
	Implementation OMG standard compliant?		Yes

F A X	Item	Ben Lomand Rural	AT&T Wireless
	... for Test ...		
	Porting Method Primary, Secondary, N/A		Secondary
	FAX number		800-627-6054
	Backup FAX number		N/A
	... for Production ...		
	Porting Method Primary, Secondary, N/A		Secondary
	FAX number		800-627-6054
	Backup FAX number		N/A

E D I	Item	Ben Lomand Rural	AT&T Wireless
	... for Test ...		
	Porting Method Primary, Secondary, N/A		
	Specific EDI Requirements		
	... for Production ...		
	Porting Method Primary, Secondary, N/A		
	Specific EDI Requirements		

O T H E R	Item	Ben Lomand Rural	AT&T Wireless
	... for Test ...		
	Porting Method Primary, Secondary, N/A	E-mail blcjamie@blomand net	Secondary
	Other Communication Requirements		<u>Aws.porting.admin@attws.com</u>

	... for Production ...		
	Porting Method Primary, Secondary, N/A	E-mail blcjamie@blomand.net	Secondary
	Other Communication Requirements		<u>Aws porting admin@attws com</u>

Information Required for Logging Trouble Tickets

AWS:

- Customer name and organization.
- Full description of the issue and expected results
- Steps to reproduce the issue and relevant data.
- All applicable issue, log, and system files
- Any special circumstances surrounding the discovery of the issue (e.g., first occurrence or occurred after what specific event).
- Customer's business impact of problem and suggested priority for resolution.

Ben Lomand Rural:

- Customer name and organization
- Full description of the issue and expected results.
- Steps to reproduce the issue and relevant data
- Any special circumstances surrounding the discovery of the issue (e.g., first occurrence or occurred after what specific event)
- Customer's business impact of problem and suggested priority for resolution

Porting Validation Standards

AWS:

AWS may validate on any or all of the following fields

1. Desired Due Date and Time
2. MDN
3. Zip Code
4. Password/PIN
5. Social Security Number/Tax ID or Account Number

Ben Lomand Rural:

Porting Business Rules

AWS:

- **Multi-line Ports** –On WPRs submitted to AWS, the MDNs to be ported must be listed individually and not as a line range
- **Resellers** – AWS will follow the NANC flows for resellers.
- **WICIS sunrise/sunset** – AWS intends to be able to support more than one version of the WICIS during any sunrise/sunset period
- **NPAC regions supported** – All (except Canada)
- **Maintenance** -- AWS will schedule the regular maintenance and downtime of its systems during the NPAC's scheduled maintenance windows. If AWS needs to take its systems offline during other time periods, AWS will notify the other Party pursuant to industry agreed to policies and procedures

Ben Lomand Rural:

Gail Woodlee

From: Ken Jones [fuzz@blomand net]
Sent: Friday, May 21, 2004 10 49 AM
To: susan riley@cingular com
Cc: Gail Woodlee
Subject: FW Cingular Wireless Porting
Sensitivity: Confidential

Susan,

Please find attached our trading partner profile for Ben Lomand Communications and Ben Lomand Rural Telephone
Currently you have no facilities into our access tandem MMRLTNXA94T
We will discuss this with you at your leisure.
Please provide your TPP if you would like to make arrangements to port with us

Thanks
Ken Jones
Network Operations
931-668-1993
-----Original Message-----

From: Elijah Chris [mailto:CElijah@verisign.com]
Sent: Tuesday, March 23, 2004 2:30 PM
To: 'jkelseyblomandnet'
Subject: Cingular Wireless Porting

Cingular Wireless is interested in contacting wireline carriers to exchange trading partner profile information for number portability. If you will be porting with Cingular Wireless, please contact Susan Riley, Cingular Wireless Senior Contract Manager, LNP (404-236-6902 susan.riley@cingular.com).

If you will not be porting with Cingular Wireless, please disregard this message



January 15, 2002

Ben Lomand Telephone Cooperative, Inc
Attn: Gail Woodlee
311 North Chancery Street
P.O. Box 670
McMinnville, TN 37111-0670

TeleCorp PCS, Inc
Suite 800
1010 N Glebe Road
Arlington, VA 22201

Tel 703 236 1100
Fax 703 236 1101

Re: Reverse Toll Billing Arrangement

Dear Ms. Woodlee,

Per your conversations with Steve Givens, Tritel Communications, Inc. ("Tritel") authorizes Ben Lomand Telephone Cooperative, Inc. ("Ben Lomand") to implement a reverse toll billing arrangement for landline-to-mobile calls from Ben Lomand customers. This service will allow Ben Lomand NPA-NXXs behind the McMinnville Tandem [(931) 394, 467, 592, 596, 779, 924, 934, 939, 657, 738, 739, 761, 935, 946, 635, 668, 815, 686, (682) 473, 506, 836, 474, 507, 837] to call Tritel customers with the NPA-NXXs [(931) 259, 256] without the Ben Lomand customer incurring toll charges. The Ben Lomand customer will complete the call to the Tritel customer as a seven-digit call. Ben Lomand will send the call over the existing toll network, accumulate the usage and bill Tritel on a monthly basis. Ben Lomand will then issue payment to BellSouth for their charges for terminating the call over the toll network. The total usage charge to Tritel will be \$0.035013 per minute. The one time installation charge will be \$750.00.

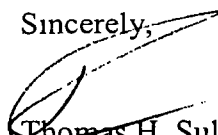
Please forward the monthly bills to the following address:

Tritel Communications, Inc.
Attn: Facilities Coordinator
698 Melrose Ave
Nashville, TN 37211

Kindly provide us with a Firm Order Confirmation at your earliest convenience.

Please contact Steve Givens at (615) 744-8765 or sgivens@suncompcs.net if you have any concerns.

Sincerely,



Thomas H. Sullivan
President



TRADING PARTNER PROFILE (TPP)
Ben Lomand Telephone

SECTION 1: INITIAL SET-UP

A. GENERAL TRADING PARTNER INFORMATION

O P E R A T I O N S	Item	Ben Lomand Telephone	
	Company Name	Ben Lomand Telephone	
	Wireless or Wireline	Wireline	
	Operating Company No. (OCN)	0553	
	Service Provider ID (SPID)	0553	
	Port Order Acceptance/Process:		
	Monday – Friday	Ben Lomand Telephone will accept and process port orders from 8:00 AM to 4:30 PM CST No Requests/Responses will be accepted or processed beyon stated hours	
	Saturday - Sunday	NONE	
	Holidays	NONE	

B. PORT RESOLUTION CENTER

Item	Ben Lomand Telephone	
Port Resolution Center:		
Primary contact name	Jamie Winningham	
Contact Description	Port Resolution Center	
Wireline	931-668-6695	
Wireless		
Phone Number (Customer Support)	931-507-0581	
FAX Number	931-507-1999	
Email address	wirelessport@blomand net	
Hours of Operations support:		
Monday – Saturday	8.00 a.m. to 5:00 p.m CT	
Sunday	None	
Holidays	None	

Primary Contact Name	Jamie Winningham	
Title		
Address	311. N Chancery St.	
City	McMinnville	

State	Tn	
Zip	37110	
Work Phone Number	931-668-6695	
Mobile Number		
Fax	931-507-1999	
E-Mail Address	blcjame@blomand net	
Technical Contact Name	Ken Jones / Trent Carr	
Title		
Address	311 N. Chancery St	
City	McMinnville	
State	Tn	
Zip	37110	
Work Phone Number	931-668-1993	
Mobile Number		
Fax	931-668-3810	
E-Mail Address	fuzz@blomand net meadows@blomand net	

**Ben Lomand Telephone will test with you upon your request.
Please contact technical contacts to begin testing process.**



KRASKIN, LESSE & COSSON, LLC
ATTORNEYS AT LAW
TELECOMMUNICATIONS MANAGEMENT CONSULTANTS

2120 L Street, N.W., Suite 520
Washington, D.C. 20037

Telephone (202) 296-8890
Telecopier (202) 296-8893

January 28, 2004

Susan Riley
Sr. Interconnection Manager
Supply Chain Management
Cingular Wireless
5565 Glenridge Connector, Suite 1520
Atlanta, Georgia 30342

Dear Ms. Riley:

We have been asked by our client, Ben Lomand Rural Telephone Cooperative ("Ben Lomand") to respond to your letter of November 28, 2003 requesting the deployment of number portability in specific switch locations. Ben Lomand is fully aware of its obligations pursuant to applicable rules and regulations of the Federal Communications Commission ("FCC") to port numbers in those areas where Cingular Wireless' coverage overlaps each of the rate centers owned and controlled by Ben Lomand as specified in the Cingular Wireless request.¹ In this regard, please note that Ben Lomand has not waived any of its rights with respect to applicable statute and regulation, including, but not limited to the right to seek suspension of number portability obligations and waiver of implementation deadlines.²

Ben Lomand is aware that the coverage area of Cingular Wireless is not coextensive with its telephone service areas (see Attachment, copy of Cingular Wireless' coverage area depicted on Cingular Wireless' web page and copy of Ben Lomand's service area) and, in fact, is extremely limited. Inasmuch as the FCC has specified that the obligation of a local exchange carrier's obligation to port to a wireless carrier is defined as the area "where the requesting wireless carrier's 'coverage area' overlaps the geographic location of the rate center in which the customer's wireline number is provisioned,"³ Ben Lomand requests specific identification of those areas where Cingular Wireless believes that coverage areas overlap. To the extent that Cingular Wireless plans service extension, Ben Lomand is, of course, prepared to entertain future, additional requests for portability deployment.

¹ Pursuant to Section 52.23(b)(2)(iii) of the Commission's Rules (47 C.F.R. § 52.23(b)(2)(iii)), Ben Lomand notifies Cingular that the list of switches (and their respective CLI.I designation) specified in the correspondence should be changed to reflect that all of Ben Lomand's switches are number portable-capable and that only one switch, BCGVTNXARS0, serves an area within one of the top 100 MSAs.

² Ben Lomand is seeking suspension of number portability obligations from the Tennessee Regulatory Authority.

³ *In the Matter of Telephone Number Portability: CTIA Petition for Declaratory Ruling on Wireline-Wireless Porting Issues: Memorandum Opinion and Order and Further Notice of Proposed Rulemaking*, CC Docket No. 95-116, FCC 03-284, para. 22 (rel. Nov. 10, 2003).



KRASKIN, LESSE & COSSON, LLC
ATTORNEYS AT LAW
TELECOMMUNICATIONS MANAGEMENT CONSULTANTS

2120 L Street, N.W., Suite 520
Washington, D.C. 20037

Telephone (202) 296-8890
Telecopier (202) 296-8893

January 28, 2004

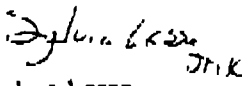
Suzy Nieman
Manager, Carrier Relations
AT&T Wireless
7277 164th Ave. NE
Redmond, Washington 98052

Dear Ms Nieman:

We have been asked by our client, Ben Lomand Rural Telephone Cooperative ("Ben Lomand") to respond to your letter requesting the deployment of number portability in specific switch locations. Ben Lomand is fully aware of its obligations pursuant to applicable rules and regulations of the Federal Communications Commission ("FCC") to port numbers in those areas where AT&T Wireless' coverage overlaps each of the rate centers owned and controlled by Ben Lomand as specified in the AT&T Wireless request. In this regard, please note that Ben Lomand has not waived any of its rights with respect to applicable statute and regulation, including, but not limited to the right to seek suspension of number portability obligations and waiver of implementation deadlines.¹

While your letter indicates an attachment of a form that you request Ben Lomand to complete, no such form was attached. Please transmit the form at your convenience to Gail Woodlee at Ben Lomand and to me at the address provided above. We will review the form and respond as appropriate. Ben Lomand also requests that AT&T Wireless consider and propose the specific methodology by which the parties will physically exchange ported traffic. We look forward to engaging in additional discussions leading to the establishment of an agreement regarding the terms and conditions under which the parties will engage in porting.

Very truly yours,


Sylvia Lesse

cc: Gail Woodlee

¹ Ben Lomand is seeking suspension of number portability obligations from the Tennessee Regulatory Authority.



KRASKIN, LESSE & COSSON, LLC
ATTORNEYS AT LAW
TELECOMMUNICATIONS MANAGEMENT CONSULTANTS

2120 L Street, N.W., Suite 520
Washington, D.C. 20037

Telephone (202) 296-8890
Telecopier (202) 296-8893

January 28, 2004

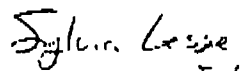
Linda Godfrey
Interconnection, Numbering and Mandates
Verizon Wireless
2785 Mitchell Drive
Walnut Creek, CA 94598

Dear Ms. Godfrey:

We have been asked by our client, Ben Lomand Rural Telephone Cooperative ("Ben Lomand") to respond to your correspondence seeking deployment of number portability in specific switch locations (the "Request") and completion of a "Service Level Agreement" ("SLA"). Ben Lomand is fully aware of its obligations pursuant to applicable rules and regulations of the Federal Communications Commission ("FCC") to port numbers in those areas where Verizon Wireless' coverage overlaps each of the rate centers owned and controlled by Ben Lomand as specified in the Verizon Wireless request.¹ In this regard, please note that Ben Lomand has not waived any of its rights with respect to applicable statute and regulation, including, but not limited to the right to seek suspension of number portability obligations and waiver of implementation deadlines.²

We're reviewing the SLA and will respond shortly. In the interim, Ben Lomand requests that Verizon Wireless consider and propose the specific methodology by which the parties will physically exchange ported traffic. We look forward to engaging in additional discussions leading to the establishment of an agreement regarding the terms and conditions under which the parties will engage in porting.

Very truly yours,



Sylvia Lesse

cc: Gail Woodlee

¹ Pursuant to Section 52.23(b)(2)(iii) of the Commission's Rules (47 C.F.R. § 52.23(b)(2)(iii)), Ben Lomand notifies Verizon Wireless that the list of switches (and their respective C.L.I. designation) specified in the correspondence should be changed to reflect that all of Ben Lomand's switches are number portable-capable.

² Ben Lomand is seeking suspension of number portability obligations from the Tennessee Regulatory Authority.

*** PURCHASE ORDER ***

BEN LOMAND RURAL TELEPHONE
311 NORTH CHANCERY STREET
P.O. BOX 670
MCMINNVILLE, TN 37111
931-668-4131

TO: NORTHERN TELECOM ,INC.
ATLANTA TRANSMISSION DIV.
P.O. BOX 951259
DALLAS TX 75395
ATTN: MIKE WILLIAMSON

FAX: 404-491-7717

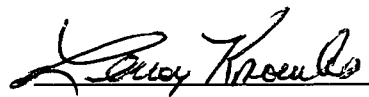
DATE: 5/20/99
PO#: CO 19990304
TAX ID: 040802

SHIP VIA: BEST WAY F.O.B.: PAY TERMS: NET 30
COMMENTS: SWITCHING UPGRADES AND ADD. TO MMRL DMS-500 SWITCH

BILL TO:
BEN LOMAND RURAL TELEPHONE
P.O. BOX 670
MCMINNVILLE, TN 37111

SHIP TO:
BEN LOMAND RURAL TELEPHONE
311 NORTH CHANCERY STREET
MCMINNVILLE, TN 37110

QTY	DESCRIPTION	CAT#	UNIT PRICE	TOTAL PRICE
✓ 1.000	DTC E/W 20 DS1 LINKS	DTC	80,033.0000	.00
1.000	VOICEMAIL UPGRADE Y2	GP (Y2K)	11,000.0000	11,000.00
✓ 1.000	DTCI MODULE E/W 6 PRI LINKS	DTCI	48,214.0000	48,214.00
✓ 1.000	ESMA MODULE E/W 40 DS1 LINKS AND 5 D-CHANNEL HANDLERS	ESMA	139,365.0000	139,365.00
✓ 20.000	DS1 LINKS IN EXISTIN ESMA MODULE	DS1	1,010.4500	20,209.00
1.000	CALLING CARD VALID. SOFTWARE	SOFTWARE	120,000.0000	120,000.00
✓ 1.000	LNP SOFTWARE	SOFTWARE	100,000.0000	100,000.00
✓ 1.000	LNP TRANSLATIONS SERVICES	TRANSLATION	22,500.0000	22,500.00
1.000	INCENTIVE DISCOUNT	DISCOUNT	60,000.0000-	60,000.00-
THIS ORDER TO BE PLACED WITH MIKE WILLIAMSON				

AUTHORIZED SIGNATURE: 
EG

SHIPPING: .00
TAX: .00
TOTAL: 401,288.00

DEKALB TELEPHONE COOPERATIVE, INC.

RECEIVED

2004 MAY 27 PM 2:01

I.R.A. DOCKET ROOM

GENERAL SUBSCRIBER SERVICES TARIFF

DEKALB TELEPHONE COOPERATIVE, INC.
TENNESSEE
ISSUED: April 25, 1989

6TH REVISED PAGE 2
EFFECTIVE: June 1, 1987
REVISED: August 23, 1999

A3. BASIC LOCAL EXCHANGE SERVICE

A3.6.1 Local Calling Areas

The rates specified in A3.7.1 following entitle subscribers to access all lines bearing the central office designations of additional exchanges as shown following. The local calling area of the exchange in the left hand column also includes the exchanges listed in the right hand column.

<u>Exchange</u>	<u>Additional Exchanges</u>
Alexandria	Auburntown, Gordonsville, Liberty, Milton, Norene, Smithville, Temperance Hall, Woodbury and Woodland.
Auburntown	Alexandria, Gordonsville, Liberty, Milton, Norene, Smithville, Temperance Hall, Woodbury and Woodland
Gordonsville	Alexandria, Auburntown, Carthage, ^{Chestnut Mount} Liberty, Milton, Norene, Smithville, Temperance Hall, Woodbury and Woodland
Liberty	Alexandria, Auburntown, Gordonsville, Liberty, Milton, Norene, Smithville, Temperance Hall, Woodbury and Woodland
Milton	Alexandria, Auburntown, Gordonsville, Liberty, Murfreesboro, Norene, Smithville, Temperance Hall, Woodbury and Woodland
Norene	Alexandria, Auburntown, Gordonsville, Lebanon, Liberty, Milton, Smithville, Temperance Hall, Woodbury and Woodland
Smithville	Alexandria, Auburntown, Gordonsville, Liberty, Milton, Norene, Temperance Hall, Woodbury and Woodland
Temperance Hall	Alexandria, Auburntown, Gordonsville, Liberty, Milton, Norene, Smithville, Woodbury and Woodland
Woodbury	Alexandria, Auburntown, Centertown, Gordonsville, Liberty, Milton, Murfreesboro, Norene, Smithville, Temperance Hall and Woodland
Woodland	Alexandria, Auburntown, Centertown, Gordonsville, Liberty, Milton, Murfreesboro, Norene, Smithville, Temperance Hall and Woodbury

*Old Zion
(DeKalb Count
on 14)*

GENERAL SUBSCRIBER SERVICES TARIFF

DEKALB TELEPHONE COOPERATIVE, INC.
TENNESSEE
ISSUED: April 25, 1989

5TH REVISED PAGE 2 1
EFFECTIVE: June 1, 1987
REVISED: November 28, 1994

A3. BASIC LOCAL EXCHANGE SERVICE

A3 6 2 1. County Wide Calling Exceptions

- A. In addition to the local calling areas previously described, two-way local calling is provided for subscribers on a county-wide basis. This service is provided in each area as facilities permit, with all areas having access to county wide calling by September 30, 1993, (unless circumstances beyond the company's control prohibit service by this date).
- B. County wide calling is provided on a dial direct (XXX-XXXX) or 1+ (1 + 615 + XXX-XXXX) basis without charge to the subscriber. Subscribers in each area are advised which way calls should be dialed.
- C. County wide calling is based on actual physical location of each subscriber's residence or business and is not provided to the following:

Sent paid public and semi-public telephone service
Sent paid Customer-Provided Public Telephone Service
Outward Wide Area Telecommunications Service (WATS) and
800 service
Originated Cellular Service
Quoted Charges
Foreign Exchange (FX)
Remote Call Forwarding

2. Metro Area Calling

- A. In addition to the local calling areas previously described, two-way local calling is provided between DTC subscribers in Rutherford and Wilson counties and subscribers in Davidson county exchanges served by South Central Bell.
- B. Metro Area Calling is provided on a dial direct basis without charge to the subscriber.

A

GENERAL SUBSCRIBERS SERVICES TARIFF

DEKALB TELEPHONE COOPERATIVE, INC.
TENNESSEE
ISSUED: January 25, 1988

ORIGINAL PAGE 6
EFFECTIVE: January 25, 1988

A1. DEFINITION OF TERMS (cont'd)

EXCHANGE BOUNDARY - The defined limit of the exchange service area beyond which service provision must be specifically requested and if available, provided for additional charges as may be herein defined.

EXCHANGE LINE - Any circuit connecting an exchange station with a central office.

EXCHANGE SERVICE - The furnishings of facilities for telecommunicating within exchange area, in accordance with the regulations and charges specified in the Company's tariffs. Exchange facilities are used to establish and maintain connections between an exchange station and the other telephone plant and facilities in connection with long distance calls or extended area service calls.

EXCHANGE SERVICE AREA - An area within which there is a uniform tariff for telephone service. There is one central office to serve an exchange area. A call between any two points within an exchange area is a local call.

EXCHANGE STATION - A station on an exchange line. See Telephone Station for additional information.

EXTENDED AREA SERVICE - Commonly referred to as EAS. This is Inter-exchange telecommunications service furnished between two or more exchange areas.

EXTENSION AND PBX STATION MILEAGE - The charges made for the additional circuit required to furnish such stations beyond the allowable distance from the main station or PBX switchboard.

EXTENSION LINE - See exchange line.

EXTENSION RINGER - An additional ringer on the same premises and on the same line and generally operated in connection with the ringer at the station location. Extension ringers are of two types:

- a. Extension Bell (Ordinary type - An additional bell of the type used on standard telephone instruments, connected with the same line as the first bell, but mounted separately and generally installed at some distance from the station set.

GENERAL SUBSCRIBERS SERVICES TARIFF

DEKALB TELEPHONE COOPERATIVE, INC.
TENNESSEE
ISSUED: January 25, 1988

ORIGINAL PAGE 9
EFFECTIVE: January 25, 1988

A1. DEFINITION OF TERMS (cont'd)

KEY SYSTEM EQUIPMENT - An arrangement of equipment, including keys and associated wiring and relays, used to provide various supplemental services in connection with telephone stations.

KEY SYSTEM TRUNK - A circuit connecting key system equipment with a central office.

KEY TELEPHONE SET - A telephone set equipped with keys or buttons in the mounting.

LEASED CABLE PAIR - The arrangement whereby a user contracts for the exclusive and generally continuous use of a designated cable pair.

LINE FINDER - See Switch.

LOCAL ACCESS - The ability of the subscriber to access or seize local central office trunks for the use of local or toll calling.

LOCAL CALL - A call between telephones within a local calling area.

LOCAL CALLING AREA - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL CHANNEL - That portion of a channel which connects a station to an interexchanging channel or a channel connecting two or more stations within an exchange area.

LOCAL EXCHANGE SERVICE - Communications within a local service area in accordance with the provisions of the Company's tariffs.

LOCAL MESSAGE - A completed communication between customers' stations located within the same Exchange Area or Local Service Area.

LOCAL SERVICE AREA - The area within which telecommunications service is furnished under a specific schedule of rates without the application of specific charges for each message.

LOCAL SERVICE CHARGE - The charge for furnishing facilities to enable a customer to send and receive telecommunications within the local service area. This local service calling area may include one or more exchange areas. (Local Access Line Charge)

LONG DISTANCE MESSAGE - See Toll Message.



505 33rd Avenue SW
Cedar Rapids, IA 52404
319/363-5508 • Fax 319-363-5516

MEMO - Please Read

To: Dekalb Telephone Cooperative
From: Steve Wolfe
Date: 05/21/04
Re: QDS Program Modifications for Local Number Portability

QDS has completed the cost estimate for program changes related to Local Number Portability. QDS understands that your company can accumulate all costs associated with your company being able to 'port in' and 'port out' telephone numbers for Local Number Portability. Your total cost can be submitted to NECA in order for NECA to calculate a charge which you can then bill to your end user subscribers in order to recoup your hardware and software costs for Local Number Portability.

It is important to note that you can currently use the QDS system with Local Number Portability for 'porting in' and 'porting out' telephone numbers. The program changes will:

- Streamline the process of the creation and use of a new NPA/NXX within the QDS system (based upon a 'port in' request).
- Streamline the process of billing LNP query charges within the CABS system.
- Streamline the rating process for those subscribers that 'ported in' a wireless telephone number to be used as their wireline number.
- Streamline the LNP identification process for telephone numbers (whether the telephone number has been 'ported in' or 'ported out').
- Allow you to specify either a 'Migrate' or 'Insert' record which would be sent for E911 when a 'port in' telephone number is installed within the QDS system.

QDS will be absorbing 73% of the estimated costs for the programming changes related to Local Number Portability. This cost has been allocated across the QDS client database. The distribution of the cost was allocated based upon the number of access lines per client.

The cost to your company for the LNP programming changes: \$7,399.40

The enhancements **will not be** subject to a QDS Annual Support Fee.

If this meets with your approval, please indicate so below and return a copy to Steve Wolfe at Quintrex, via fax 319-363-5516.

HIGHLAND TELEPHONE COOPERATIVE,
INC.

RECEIVED

2004 MAY 27 PM 2:02

T.R.A. DOCKET ROOM

Interconnection Agreement For a Wireless System
Under Sections 251 and 252 of the Telecommunications Act of 1996

This Interconnection Agreement ("Agreement") for a Commercial Mobile Radio Service (CMRS) under §§251 and 252 of the Telecommunications Act of 1996 is effective as of the 1st day of June, 2001 (the "Effective Date"), by and between HIGHLAND TELEPHONE ("TELCO") with principal offices at P.O. Box 119, Sunbright, TN 37872 and United States Cellular Corporation ("USCC") with principal offices at 8410 West Bryn Mawr, Suite 700, Chicago, Illinois 60631 (the "Parties").

WHEREAS, USCC is a CMRS provider operating within the State of Tennessee;

WHEREAS, TELCO is a Local Exchange Carrier in the State of Tennessee;

WHEREAS, USCC and TELCO have agreed to exchange calls between each other's networks and wish to establish compensation arrangements for these calls;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, USCC and TELCO hereby agree as follows:

1.0 SCOPE OF AGREEMENT

This Agreement shall cover the exchange of Local Traffic between TELCO's and USCC's network.

2.0 SERVICE AGREEMENT

2.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of USCC and TELCO.

2.1.1 Description. USCC currently does not wish to have a direct facilities connection with TELCO. Absent such a connection, traffic originating from USCC's CMRS network and terminating to TELCO's network will be routed via the Bellcore Traffic Routing Administration instructions for TELCO's applicable NPA/NXXs. Traffic originating on the network of TELCO to be terminated to USCC's network will be routed in accordance with the Bellcore Traffic Routing Administration instructions for USCC's applicable NPA/NXXs.

2.1.2 In the event that either Party desires to effect a direct facilities connection with the other Party, the Parties agree to negotiate in good faith to promptly establish and implement the terms and conditions for such an interconnection, which terms and conditions shall be consistent with the requirements of the Act.

3.0 BILLING

3.1 Billing. USCC and TELCO agree that, for the Transport and Termination of Mobile-to-Land Local Traffic and Land-to-Mobile Local Traffic originating on USCC's network and terminating on TELCO's network, or originating on TELCO's network and terminating on USCC's network, that each agrees to retain its own charges and costs and bill only its own subscribers and not the other Party nor the other Party's subscribers.

3.1.1 USCC shall keep the charges and costs for Local Traffic originated by USCC's customers on USCC's network and terminated to TELCO's customers on TELCO's network, and bill only USCC customers.

3.1.2 TELCO shall keep the charges and costs for Local Traffic originated by TELCO's customers on TELCO's network and terminated to USCC's customers on USCC's network, and bill only TELCO customers.

3.1.3 Neither Party shall petition, assign, submit to, convey to, or otherwise use any Transporting LEC for the Transport and/or Termination of Mobile-to-Land Local Traffic and/or Land-to-Mobile Local Traffic as a means to avoid or circumvent this section for the purpose of billing the other Party.

3.1.4 Where the Parties are utilizing two-way Connecting Circuits, the Parties shall split the non-recurring and monthly costs of the Connecting Circuits equally as follows:

1. Either each Party will provide, and pay for, one-half the required facilities, or
2. One Party will provide the required two-way facility, in which case that Party shall bill in advance the other Party on a monthly basis for one-half of the monthly and non-recurring costs of the shared facility.

3.1.5 The Parties agree that, as of the Effective Date of this agreement, the relative amount of originating traffic of each Party destined to the other Party is at an acceptable level. If during the term of this Agreement there is a material change in circumstances that provides a reasonable basis for a Party to conclude that the relative traffic flows are no longer at an acceptable level, the Party will notify the other Party in writing. The Parties will negotiate in good faith to reach agreement concerning a mutually agreeable change in the configuration of Connecting Circuits (e.g. an agreement to utilize one-way Connecting Circuits in lieu of two-way Connecting Circuits in some instances). If the Parties fail to reach agreement concerning a reconfiguration within ninety (90) days of the written notice, and neither party has requested that interconnection continue pursuant to one or more provisions of federal law, either Party may terminate the Agreement upon providing thirty (30) days prior written notice to the other Party.

These provisions shall not be invoked by a Party more often than once every six months.

4.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

5.0 GENERAL RESPONSIBILITIES OF THE PARTIES

5.1 Not later than forty-five (45) days from the Effective Date, the Parties shall jointly cooperate to develop and finalize a schedule for promptly implementing all requirements of this Agreement ("Implementation Schedule"). Both USCC and TELCO shall use commercially reasonable efforts to comply with the Implementation Schedule.

5.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, and measuring traffic from the other Party's network and for delivering such traffic to the other Party's network in a mutually acceptable format, such as via the TELCO's local access tandem, and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Neither Party shall use any service related to or provided for in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

5.3 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

5.4 Each Party is responsible for administering NXX codes assigned to it.

5.5 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier (CLLI) codes assigned to its switches.

5.6 Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

5.7 TELCO shall program and update its Central Office Switches and End Office switches and network systems to recognize and route traffic to NXX codes assigned to USCC as local calls per the EAS areas. USCC shall do the same with respect to its network for recognizing and routing traffic to TELCO's NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

6.0 TERM AND TERMINATION

6.1 Subject to the provisions of Section 11, the initial term ("Initial Term") of this Agreement shall be for two (2) years which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least 120 days prior to the expiration of the Initial Term or prior to any renewal term (as described below) or upon material breach of this Agreement to the effect that such Party intends to terminate this Agreement with or without cause, this Agreement shall automatically renew for an additional one year term ("Renewal Term").

6.2 Upon termination or expiration of this Agreement in accordance with this Section:

(a) each Party's indemnification and confidentiality shall survive termination or expiration of this Agreement.

7.0 INDEMNIFICATION

7.1 General Indemnity Rights. Each Party (the "Indemnifying Party") will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the "Indemnified Party") and hold such Indemnified Party harmless against:

7.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct ("Fault") by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

7.1.2 Any claims for libel, slander, infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's customers; and

7.1.3 Any claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or using the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

7.1.4 Any loss arising from such Indemnifying Party's failure to comply with applicable law, including the Act or applicable FCC or Commission rule.

7.2 Indemnification Procedures. Whenever a Claim for indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim or loss, the Indemnified Party will defend such Claim or loss, at the expense of the Indemnifying Party, subject to any right of

the Indemnifying Party, to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such Claim or loss. The Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any Claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at such refusing Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

8.0 LIMITATION OF LIABILITY

8.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

8.2 Apportionment of Fault. In the case of any Loss arising from the negligence or willful misconduct of both Parties, each Party shall bear, and its obligation shall be limited to, that portion of the Loss and resulting expense caused by its negligence or misconduct or the negligence or misconduct of such Party's Affiliates, agents, contractors or other persons acting in concert with it

8.3 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit (i) a Party's obligation under Section 7 to indemnify, defend and hold the other Party harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including reasonable attorneys' fees) and Consequential Damages of such third person, or (ii) a Party's liability to the other for willful or intentional misconduct.

8.4 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement, from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event").

8.4.1 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease. Notwithstanding the preceding,

no delay or other failure to perform shall be excused pursuant to this Section: (i) by the acts or omission of a Party's subcontractors, material, men, suppliers or other third persons providing products or services to such Party unless such acts or omissions are themselves the product of a Force Majeure Event, and unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform, or (ii) if such Party fails to implement any steps taken to mitigate the effects of a Force Majeure Event (e.g., disaster recovery plans) in a nondiscriminatory manner during the period performance is impaired.

9.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

Except as expressly provided under this Agreement, no Party makes or receives any warranty, express or implied, with respect to the services, functions and products it provides or is contemplated to provide under this Agreement and the parties disclaim the implied warranties of merchantability and/or of fitness for a particular purpose.

10.0 REGULATORY APPROVAL

10.1 Commission Approval The Parties understand and agree that this Agreement will be filed by either USCC or TELCO with the Commission and may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval without modification of this Agreement by the Commission or the FCC under Section 252 of the Act. If the Commission or the FCC rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion of the Agreement; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act.

10.2 Regulatory Changes. If any final and nonappealable legislative, regulatory, judicial or other legal action materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) to the other Party require that the affected provision(s) be renegotiated and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder at this Agreement. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act

10.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment of the Act, or any final and nonappealable legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185 or any applicable Commission order or arbitration award purporting to apply the provisions of the Act occurring after the Effective Date (individually and collectively, and "Amendment to the Act"), either Party may by providing written notice to the other Party require that the affected provisions be renegotiated and amended accordingly to reflect the terms and conditions of each such Amendment to the Act relating to any of the provisions in this Agreement. If such new provisions are not renegotiated within thirty (30) days after such notice, either Party may petition for arbitration pursuant to §252 of the Act. Except as otherwise provided for in this section (10.3) and Section 11.0, neither party waives any rights it might have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the Commission.

11.0 DISPUTE ESCALATION AND RESOLUTION

Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section 11.0. In the event of a Dispute between the Parties relating to this Agreement and upon the written request of either

Party, each of the Parties shall within five (5) days from the written request appoint a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, a Party may (i) bring an action in an appropriate Federal district court, (ii) file a complaint with the FCC pursuant to Section 207 or 208 of the Act, (iii) seek a declaratory ruling from the FCC, (iv) file a complaint in accordance with the rules, guidelines and regulations of the Commission or (v) seek other relief under applicable law.

12.0 MISCELLANEOUS

12.1 Authorization

12.1.1 TELCO is a corporation duly organized, validly existing and in good standing under the laws of the State of TX and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

12.1.2 USCC is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

12.2 Compliance Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

12.3 Independent Contractors. Neither this Agreement, nor any actions taken by USCC or TELCO, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between USCC and TELCO, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by USCC or TELCO in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between USCC and TELCO end users or others.

12.4 Confidentiality

12.4.1 Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 12.4.2 of this Agreement.

12.4.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party efforts to obtain any protective relief which such Disclosing Party chooses to obtain.

12.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

12.5 Governing Law. This Agreement shall be governed by the domestic laws of the State of Illinois without reference to conflict of law provisions and to applicable state and federal law.

12.6 Taxes. Each Party hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such Party in connection with the services provided to and for its own subscribers (or to its own subscribers when such Party is permitted to pass along to the subscribers such taxes, fees or surcharges)

12.7 Non-Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

12.8 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

12.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

To: James H. Hamby
Highland Telephone
P.O. Box 119
Sunbright, TN 37872
Fax: (423) 628-2409
Voice: (423) 628-2121

To: James Naumann
United States Cellular Corp.
8410 W. Bryn Mawr, #700
Chicago, IL 60631
Fax: (773) 399-4123
Voice: (773) 399-7070

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

12.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such other Party's prior written consent.

12.11 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

12.12 No Third Party Beneficiaries; Disclaimer of Agency This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express

or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

12.13 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

12.14 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. The upgrading Party shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in the upgrading Party's network which will materially impact the other Party's service or such other period as presented by applicable FCC or Commission rule. The upgrading Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

12.15 Scope of Agreement. This Agreement is intended to describe and enable specific arrangements between the Parties for the exchange of Local Traffic. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

12.16 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR

By: James H. Hanby

Date: 7-24-01

Printed: JAMES HANBY

Title: DIR - NETWORK ENG

TELCO

By: James H. Hanby

Date: 7/16/01

Printed: JAMES H. Hanby

Title: Information Systems Mgr

ATTACHMENT 1

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

- 1 "Access Tandem or Tandem" is a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, and/or a customer's premises and is capable of providing Feature Group D service.
- 2 "Act" means the Telecommunications Act of 1996, which amended the Communications Act of 1934, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.
- 3 "Affiliate" is As Defined in the Act.
- 4 "As Defined in the Act" means as specifically defined by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission
- 5 "As Described in the Act" means as described in or required by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.
- 6 "Central Office Switch" means a switch used to provide Telecommunications Service. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.
- 7 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in Part 20 of the FCC's rules.
- 8 "Commission" means the State Public Service Commission.
- 9 "Effective Date" means the date first above written and where both Parties have executed this Agreement. Approval by the Commission in accordance with Section 252 of the Act will thereafter be obtained.
- 10 "End Office Switch" is HIGHLAND TELEPHONE's switching system where telephone loops are terminated for purposes of interconnection to each other and to HIGHLAND TELEPHONE's system.
- 11 "FCC" means the Federal Communications Commission.
- 12 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.
- 13 "InterLATA Service" is As Defined in the Act.
- 14 "IntraLATA Toll Traffic" means all IntraLATA calls other than Local Traffic.
- 15 "Information Service Provider" or "ISP" is as defined in paragraph 341 of the FCC's First Report and Order in CC Docket No. 97-158, including Internet providers
- 16 "Local Access and Transport Area" or "LATA" is As Defined in the Act.
- 17 "Local Traffic" is defined as traffic that is originated by a customer of one Party on that Party's network and terminates to a customer of the other Party on the other Party's network within the scope of HIGHLAND TELEPHONE's and SCC's local serving area. Local traffic does not include traffic directed to Information Service Providers (e.g., Internet, paging, 900-976 traffic, etc.).
- 18 "Local Exchange Carrier" or "LEC" is As Defined in the Act.

19 "Mobile Telephone Service Office" or MTSO means the switching center used by a CMRS carrier in performing routing functions for originating or terminating functions for calls to or from end user customers of the CMRS carrier.

20 "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

22 "NXX" means the three-digit code which appears as the first three digits of a seven digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 codes).

23 "Party" means either USCC or HIGHLAND TELEPHONE, and "Parties" means HIGHLAND TELEPHONE and USCC.

24 "POI" means point of interconnection designated for routing of local interconnection trunks.

25 "Telecommunications" is As Defined in the Act.

26 "Telecommunications Act" means the Telecommunications Act of 1996 and any rules and regulations promulgated thereunder.

27 "Telecommunications Carrier" is As Defined in the Act.

28 "Termination" means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

29 "Transport" means the transmission and any necessary tandem switching of Local Traffic subject to Section 251(b)(5) of the Act from the POI between the two carriers to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.